

# WREN HAVEN

*of Highland*

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RECORDED FOR SECURITY TITLE AND ABSTRACT

## Protective Covenants and Building Restrictions

WE, The undersigned owners of the following described real property, to wit: Lots 1 through 24 inclusive, Wren Haven Subdivision, Plat 'A', located in Highland, Utah, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts may be put, hereby specifying that the said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, for the benefit of and limitations upon all future owners, including heirs and assigns, and any other person, corporation or institution which may have interest in or own, in whole or in part, any portion of the described real property.

NOW THEREFORE, for the purpose of developing and preserving the said subdivision in an aesthetically and functionally desirable, uniform, and suitable state, thereby providing a pleasant, secure, and well maintained living environment, and so as to protect the investment of all owners therein, present and future, the following declarations are made:

### I. Dwellings

#### A. Size

##### 1. Single-story

Single-story dwellings (rambler style) must have a minimum of 1800 square feet of living area above grade, exclusive of garages, porches and steps, patios, decks, walkways and basements.

##### 2. Two-story

Two-story dwellings must have a minimum of 2600 square feet of living area above grade, with at least 1300 square feet of that space on the main floor, exclusive of garages, porches and steps, patios, decks, walkways and basements.

#### B. Materials

##### 1. Exterior

Dwelling exterior shall be constructed of brick, stone, stucco (high-grade synthetic type), or a combination thereof. The relative proportions and application of materials shall be consistent on all sides of the house. No other types of finish materials are allowed, with the following exception:

a) An architectural style such as victorian or Cape Cod, which mandates a siding-look exterior, may use high-quality prefinished wood siding or a material of comparable or better appearance, quality and durability, as judged and approved by the Architectural Control Committee (see §I.B.5 and §IV below for details regarding the Committee, which is also referred to as "the ACC").

##### 2. Windows

Wood windows or high-quality vinyl windows are encouraged. High-quality aluminum windows may be used if approved by the ACC. (The exterior frame of the wood windows may be clad in heavy-duty aluminum.)

**3. Roofing**

Preferred roofing material is tile. A high-grade of architectural asphalt roofing (minimum 25-year guarantee) may be permitted if approved by the ACC.

**4. Soffits & Facia**

Aluminum soffit and facia material may be used.

**5. Architectural Control Committee Approval**

Note that the use of all exterior building materials, including, but not limited to those explicitly mentioned in §I.B, are subject to approval by an Architectural Control Committee in order to guarantee that the quality, color, appearance and usage of the materials is conducive to protecting the investment of all property owners. Organization and duties of the Committee ("ACC") are discussed in detail in §IV below.

**C. Architecture****1. General Style**

a) To protect the investment of homeowners in this subdivision, homes of outstanding design are requisite. Designs shall be limited to those prepared by licensed architects or architectural firms. All designs, exterior materials and colors are subject to approval by the ACC.

b) No modular homes, prefabricated or pre-built homes, round homes, dome homes, log homes, earth homes, mobile homes, steel homes, aluminum homes, bi-levels, homes with split entries or multiple split-stories shall be built or erected. Solar homes or envelope homes may not be built.

c) In accordance with local zoning ordinance, all dwellings are to be single-family residences; therefore, under no circumstances shall any auxiliary entrance(s) be designed so as to give the appearance, in any degree, of a duplex or multi-family dwelling.

d) Homes shall not exceed two stories above grade, except that bonus-type attic rooms or lofts may be allowed within otherwise existing roof space so long as they do not have undue prominence or give the appearance of a third full story.

**2. Roof Pitch**

The minimum roof pitch for all roof surfaces on main portions of the dwelling shall be 6 on 12, and the maximum pitch shall be 12 on 12. Steeper or gentler pitches may be allowed in limited amounts where architecturally mandated (such as on top of a turret, or over a covered porch) if the appearance is judged proportionate and appropriate by the ACC.

**3. Roof-mounted structures**

Any roof-mounted structures, devices, flues, vents, intakes or exhaust ports must be situated on the back side of the house so as not to be visible above the roof line from street viewpoints.

**4. External Mechanical Equipment**

Evaporative cooling devices ("swamp coolers") will be allowed, however, they must be located in accordance with the restrictions given in §I.C.3 above. Central heating/cooling related devices (condensers, compressors, fresh-air induction ports, etc.) shall not be located in front of houses, and side-yard installations must be reasonably screened from street view.

**5. Ceiling Height**

9' ceilings on the main level are encouraged.

## 6. Garages

All dwellings shall have as an integral part of the structure a minimum of a two-car garage and not more than a three-car garage. (This does not exclude the possibility of additional garage space in an outbuilding, subject to the conditions of §II.C below. The use of outbuildings for additional garages, storage of recreational vehicles and maintenance equipment rather than storing such items outside is encouraged.) Carports are not allowed.

## D. Location and Orientation

No dwelling shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setbacks as required by Highland City, and in no event shall the front setback be diminished below 35', nor side setbacks below 20'. Dwellings shall be oriented to face toward the street on which the lot fronts. Corner lots may choose the street upon which their dwelling will front, except that dwellings on lots 1, 16, 17, and 24 must front on the streets within the subdivision, and not on 10400 North or 6400 West.

## II. Exterior Improvements

## A. Street-side Lamp

A lamp-post will be provided by the developer and installed in the front yard of every lot. No other lamp-posts shall be allowed in front yards. The lot owner agrees to bring underground electrical wiring from their residence to the location of the lamp-post, which location will be specified by the ACC.

## B. Mailboxes

Mailboxes shall either be enclosed in a brick structure matching the house materials or shall be of a high-quality cast aluminum design. Junk objects, wagon wheels, milk cans, and like objects are categorically excluded from use in mailbox or mailbox enclosure designs. Mailboxes are to be provided at the homeowner's expense. Mailboxes must be approved by the ACC before installation.

## C. Outbuildings

1. Detached accessory buildings such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and are encouraged, subject to approval by the ACC, if said buildings

- a) meet all applicable zoning requirements with respect to size or location, or any other requirement, including the avoidance of recorded easements;
- b) conform in design and materials with the primary residential home on the lot (barn structures constructed of high-quality wood materials may be allowed); and
- c) they are not located adjacent to the front setback of the lot or closer than 10' to either the dwelling or another outbuilding.

## D. Antennae &amp; Satellite Dishes

No radio, shortwave, television, nor any like-purpose antennae shall be installed on the exterior of any dwelling, outbuilding, or roof thereof, nor at any location on the lot. Satellite TV dishes may be installed if they 1) are not within the front or side yards, and 2) the location and screening of views has been approved by the ACC.

E. Landscaping

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1. Trees

a) Trees shall be included in the homeowner's landscaping, the number thereof being calculated by dividing the lot size by 2500 and rounding the result. Each of said trees shall be of 2" caliper or larger and shall be provided by the homeowner. Existing trees of substantial size and good health shall be preserved and may be counted toward satisfying this requirement. With the exception of the stipulations in the next paragraph (§II.E.1.b), the homeowner may plant new trees at any location on their lot, subject to approval by the ACC.

b) In order to establish a desirable appearance for the subdivision as a whole, certain of the above-mentioned trees shall be of a particular type and shall be planted at designated streetside locations; the type and location of such trees will be specified by the ACC.

c) Over time, all trees shall be maintained in a safe condition (removal of dead wood, etc.) to prevent damage or injury from broken or falling tree limbs. For safety reasons, trees adjacent to public sidewalks or street curbs shall be pruned and trimmed to remove branches below the height of 6' that extend over or near the sidewalk or curb.

2. Planter Strip Maintenance

The planter strips between street curbs and sidewalks in front yards (or side yards of corner lots) shall be maintained in an aesthetic manner and so as to pose no safety hazard to pedestrians, bicyclists, or motor vehicles.

3. Completion Requirements

a) The front and side yards of each lot shall be landscaped with at least a grass lawn and sprinkling system within a period of 6 months following completion or occupancy of the dwelling, whichever occurs first.

b) Rear yards shall be landscaped with at least a sprinkling system and grass lawn within a period of 18 months following completion or occupancy of the dwelling, whichever occurs first. Rear yards must extend until, at a minimum, the total landscaped area on the lot reaches 20,000 square feet (less footprint of buildings, driveways and walkways).

c) In any event, the minimum landscaped area shall include any portions of the lot adjacent to a street.

d) The time limits given in the above paragraphs may be reasonably extended to overcome restrictions caused by weather or season which would prohibit proper installation of materials or which would compromise the survivability of plant materials.

4. Landscaping Design

The general design and nature of materials for landscaping shall be approved by the ACC before installation.

5. Maintenance and Weed Control

All owners shall endeavor to maintain landscaped portions of their lots in a reasonable state of upkeep and orderliness so as not to detract from the appearance of the subdivision. Also, portions of any lot not yet landscaped shall be maintained so as to avoid unsightly infestation with weeds; such weed growths shall also be controlled as they may constitute a fire hazard during certain seasons of the year.

**F. Fencing**

1. All fences, walls, and hedges are not to exceed 6' in height; Fences, walls, and hedges in side yards which face a street may not be placed closer than 10' to the side lot line. Fences or walls may not be built forward of the 35' front setback line. Chain link fences are prohibited, except in strictly interior uses, such as to fence a tennis court or pool, and must have a minimum 15' setback from side or rear lot lines and from the 35' frontyard setback line. Concrete-block walls are prohibited. Rail fences shall be constructed of vinyl. All fence or wall materials and designs must be approved by the ACC.
2. In all cases, homeowners agree to abide by pertinent local zoning ordinances, both in letter and intent, especially as they relate to clear-sight driving safety conditions on corner lots or near driveways potentially obscured by curves in the roadway.

**G. Driveways and Walkways**

All driveways and walkways forward of the 35' front setback line shall be constructed of concrete, brick, flagstones, or similar high-quality materials, and not of asphalt. Appropriate adaptation of this provision to situations involving driveways or sidewalks which access the sideyard of a corner lot will be determined by the ACC.

**III. Land Usage****A. Occupancy**

All dwellings in this subdivision are for single-family occupancy, in accordance with local zoning ordinance.

**B. Commercial Activities**

No part of any lot shall be used for any commercial, manufacturing, mercantile, vending, distribution transfer hub, or other non-residential purposes, except that professional and administrative occupations may be carried on within a dwelling provided that such activity does not require frequent comings and goings of employees or contracted service providers, clients, delivery vehicles, etc. which would disturb the peace or safety of the subdivision for other residents.

**C. Animals****1. Commercial Uses**

No animals, large or small, domesticated or otherwise shall be kept, maintained, housed, or bred for commercial purposes of any kind.

**2. Pets**

Dogs, cats, and other domesticated household pets may be kept but not in excessive numbers. Pets which are given outdoor access must be contained within the owner's backyard. Pets and their containment areas (if such area has been designated in the owner's backyard) must be maintained in a clean and humane state. Other restrictions may apply in accordance with local animal control ordinances, specifically leash laws. Potentially dangerous animals may be prohibited subject to a 2/3 majority vote of residents.

**3. Large Animals**

a) Large animals shall not be kept, except that one or two horses may be kept on some lots having a minimum of 40,000 square feet, in accordance with the following list:

Lots 17, 18, 19, 22, 23, and 24 have horse rights.

Lots 1, 2, 3, 4, and 5 may have horse rights if approved at time of sale from the original developer of the subdivision.

b) On any lot allowing horse rights, proper structures for the upkeep of said horse(s) (e.g., barn, shelter, feeding bins, feed storage, etc.) shall be constructed of quality materials and the plans for said structure(s) shall be approved by the ACC. Furthermore, the horse(s) shall be fenced and kept within

a containment area. The horse(s), containment area(s), and any associated structure(s) shall be cleaned on a regular basis so as to minimize odors and maintain an orderly appearance. No area for the containment of animals shall be closer than 100' to any residence built on an adjoining lot.

**4. Liability**

Owners shall be liable for any and all damage or loss caused by their animals, whether pets or horses, to the person or property of other lot owners (or their invitees). Animal owners will be responsible for maintaining control over animals they own at all times if such animals are taken out of their containment area. Under no condition are pets to roam free in the neighborhood nor shall they be allowed to create a nuisance for neighboring lot owners due to noise, odor, or unsightliness.

**5. Fowl and Other Animals**

The keeping of fowl or other small animals not already mentioned (reptiles, rare animals, etc.) shall be limited by existing animal ordinances and be subject to the same containment and cleanliness provisions and principles given in §§III.C.1 - 4.

**D. Nuisances**

1. Offensive or noxious activities or objects, which may become an annoyance or nuisance to the neighborhood, shall not be allowed on any lot; such nuisances include, but are not limited to, loud or disturbing noises, frequent or repetitive noises (whether produced artificially or by animals of any kind), the creation of unsafe or hazardous physical conditions, and the creation of offensive odors.
2. Noises due to legitimate construction or maintenance purposes are excluded from this provision. Hobby use of noise-producing machine tools or other noise-producing implements shall be performed in an environment that will insulate other residents from the noise; for example, in a solidly-built outbuilding, the doors and windows being closed during operation of the equipment.
3. The elimination of nuisances or causes thereof may be handled according to the rules of enforcement set forth in §VII.D below.

**E. Parking and Storage**

1. For safety reasons and to protect the aesthetics of the subdivision, street parking shall not be allowed, the exceptions being vehicles belonging to short-term visitors (staying less than about 36 hours) or commercial vehicles in the process of providing goods or services to the homeowner.
2. Additionally, no inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours before being removed. No commercial vehicles, heavy machinery, construction equipment, junk, junk vehicles, commercial materials, dilapidated appliances or similar objects shall be stored on any lot or parked on any adjacent street.
3. Recreational vehicles, including but not limited to motor homes, trailers, campers, boats, hang-gliders, ultra-light airplanes, off-road vehicles, snowmobiles, motorcycles, or similar vehicles shall be parked or stored behind the front yard setback and screened from street view. The construction of an outbuilding garage for such vehicles or objects is encouraged and desirable. (See §II.C above for outbuilding restrictions.)
4. No above ground storage tanks for fuel are allowed on any lot for any reason unless written permission for the tank and approval of its location is given by the ACC.

**F. Trash, Debris**

No trash, ashes, nor any other refuse or debris may be dumped, disposed of, or stored on any lot. All home owners must subscribe to the city garbage disposal service.

**G. Signs**

No signs, billboards, or advertising structures may be erected or displayed on any lots, except for a single sign not more than 2' x 3' in size advertising a specific lot or house for sale or home for rent, or a political sign not more than 2' x 2'. The only 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.

**H. Temporary Structures**

No structure of a temporary character, or trailer, camper, motor or mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The sole exception shall be the use of a trailer or outbuilding as an on-site residence while construction of the primary residence is ongoing; note that permission to do so must be granted by Highland City.

**IV. Architectural Control Committee****A. Organization**

Except for the initial Committee which consists of the principals of Wren Haven Associates, Lc., or their assigns, the Architectural Control Committee shall consist of five members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the duties incumbent on the Committee. In the event of the 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 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. Any member changing his/her residence to a location outside of the subdivision shall be disqualified from further participation and shall declare a vacancy. At such time that all lots owned by the initial developer are sold, said developer will appoint five residents of the subdivision to stand as the Architectural Control Committee.

**B. Compensation and Term of Service**

Committee members serve without pay and as a public service to the neighborhood, with the intent of preserving the subdivision's property value, general safety, and quality of life for the mutual enjoyment and benefit of all residents. Residents of the subdivision shall accord them cordiality and respect as compensation for their sacrifices, even when resolving conflicts. Term of service is of indeterminate length, except that a 2/3 majority vote of all lot owners (one vote per lot) may remove any Committee member from service, or any Committee member may resign at any time for any reason.

**B. Duties**

The duties of the Committee shall include the following:

1. Approval of all construction plans for dwellings or outbuildings, including but not limited to the materials, colors, design, and placement of said structures.
2. General approval of landscaping designs, materials, and plantings.
3. Granting of variances from the standards of these covenants (such variances shall be allowed only if good cause is shown and the net result does not detract from the quality of the subdivision).
4. Exercise of enforcement procedures against lot owners willfully in noncompliance with any of the provisions of these protective covenants.
5. Appointment of Irrigation Control Committee members.
6. Any and all other duties, tasks, obligations and responsibilities as specifically mentioned anywhere in these protective covenants.

C. Authority

It is understood that the Committee has the authority to render judgement in the performance of its duties on whatever basis is available with the intent of preserving what it feels are the best interests of all of the property owners in the subdivision. These shall include, but not be limited to, aesthetics, reasonable protection of views, etc. All decisions of the Committee shall be final and binding upon all parties involved.

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D. Indemnification

Because Committee members serve without pay as a public service to the neighborhood, any liability incurred due to an oversight or implied mistake that might arise due to the action/inaction of the Committee or any of its members while attempting in good faith to carry out the functions of the Committee will be exempt from any civil claims brought by residents of the subdivision, or their invitees. Therefore, such Committee members will be held harmless to any such action and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the judgements that they may render during the course of their service.

E. Procedures

1. Unanimous Vote of Majority

The unanimous agreement of a quorum (or majority) of Committee members shall be required to execute official business or decisions of the Committee. Members of any quorum so transacting business shall affix their signatures to any plans they approve or correspondence describing their actions in any other matter. (The only exceptions shall concern actions by the initial Committee, which requires only the signature of any one of the principals of the initial developer, Wren Haven Associates, Lc.)

2. Keeping of Records

The Committee shall keep on file records indicating all official action taken, containing, at a minimum, the date of action, names of signatories to the approval of said action, and a brief description of the action itself, including any non-obvious or mitigating factors involved in the decision process. The Committee shall also keep on file a copy/record of all complaints/requests received by them for their consideration or enforcement. Copies of the records of official action shall be given to each party concerned with the particular action, unless such copy is declined or the action affects all lot owners.

3. Timeliness of Actions

The Committee shall endeavor to respond to all requests, approval reviews, or complaints within 15 days of their receipt of construction documents or written notice of other requests or complaints. This time may be extended due to extenuating circumstances, such as personal tragedies, affecting members of the Committee, or if notice of probable delay is given by the Committee upon receipt of actionable requests.

4. Explanation of Rejections

Whenever the Committee, in the course of examining proposals which require its approval (e.g., new construction plans), renders a judgement to reject said proposals, in whole or in part, the Committee shall arrange to meet personally with the affected parties, explain its reasoning, and suggest alternatives or adjustments which might make the proposal acceptable.

## V. New Construction

A. Preliminary Plan Approval

1. For purposes of judgement by the ACC, preliminary plans shall include as a minimum the following information (to which further requests may be appended by the Committee):

a) Plot plan to scale of entire lot with buildings located and elevation of floors shown above or below a designated reference point on the street.

b) Specifications of all materials to be used on the exterior of the residence.

c) Elevation drawings of all sides of the house and any detached outbuildings, clearly showing the usage of exterior construction materials.

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2. The ACC may approve or reject any or all portions of the proposed preliminary plans, at its sole discretion. Judgements will be rendered in accordance with procedures and prerogatives described in §IV above.

**B. Final Plan Approval**

1. For purposes of judgement by the ACC, final plans shall include as a minimum the following information (to which further requests may be appended by the Committee):

a) Plot plan to scale showing the entire lot, buildings, 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 reference point on the street.

b) Detailed elevations of the exterior of all buildings, indicating all finish materials and showing existing and finished grades.

c) Adequate details of lamp-posts, mailboxes, windows, carriage lights, etc. as required for approval according to provisions of these covenants.

d) A copy of these covenants signed by the contractor, or signed written statement, showing that he/she has read them and will abide by them. It is hereby noted that contractors building spec. homes are responsible to pass a copy of these covenants to the buyer of such a home.

2. The ACC may approve or reject any or all portions of the proposed final plans, at its sole discretion. Judgements will be rendered in accordance with procedures and prerogatives described in §IV above.

3. One set of working plans for new or remodel construction projects shall be kept by the Committee until the proper completion of the construction project, at which time the said plans will be returned to the owner.

4. For the protection of the homeowner, no copies or representations of floor plan details shall be retained by the Committee or individual Committee members (or the original developer).

**C. Repair of Improvements Damaged by Construction**

Lot owners shall be responsible for the repair or replacement of any sidewalk, curb, gutter, road surface, utility stub-ins or other improvements that are damaged during construction of the owner's house or other structures due to heavy machinery, cement trucks, tractors, etc., or by any other means.

**VI. Irrigation Control**

**A. Irrigation Control Committee**

Two residents of the subdivision shall be appointed (if there are no volunteers), initially by the original developer and subsequently by the ACC, to comprise the Irrigation Control Committee. This Committee's duties are to communicate with the local irrigation company regarding water schedules and any issues dealing with maintenance of ditches, gates, pipelines, grates or valves which belong to said irrigation company and which are involved in the delivery of water to the subdivision as a whole. Furthermore, the Committee shall be responsible for communicating the water delivery schedule to all concerned residents of the subdivision, and overseeing any other activities which may be required by the irrigation process. Vacancies in this committee shall be filled by volunteers or by appointment of the ACC.

**B. Responsibilities of Water Users**

1. Individual lot owners that have affirmed a desire to use irrigation water are expected to abide by the procedures and schedules determined by the Irrigation Control Committee, and to cooperate as necessary with other lot owners in the subdivision to ensure proper delivery of water and the avoidance of undesired flooding.
2. Individual water users shall be liable for any and all damages incurred as a result of their mis-handling of irrigation water or excess runoff thereof. Embankments, channels, grading or other improvements desired by the lot owner in connection with control of irrigation water are the sole responsibility of the lot owner.
3. Each lot owner (including those not using irrigation water) shall ensure that irrigation pipes, valves, or other related equipment on their lot which are not actively in use are maintained in a state which will neither obstruct flow-through to other water users nor allow the escape of said water. For example, a valve accidentally opened and/or left open could cause unexpected flooding. Any such damages or liabilities are the responsibility of the lot owner at fault.

**C. Pressurized Irrigation**

1. It is understood that in all probability a pressurized irrigation system to serve the Highland area will eventually be constructed at the agency of Highland City, Highland Water Company, and/or some other entity or combination of entities not identifiable at this time. The developer has gone to extra effort to engineer and install a delivery system that will be ready for pressurization. However, certain minor modifications will be necessary at the delivery valves on each lot, the main inlet to the subdivision, drain sites, and possibly other locations. Lot owners shall bear the cost of any alterations, improvements, or substitutions in the system which pertain specifically to delivery or use of pressurized water on their own lots. Other such improvements which must be taken to complete the pressurized subsystem for the subdivision as a whole shall be paid for collectively and equally by all lot owners.
2. The Irrigation Control Committee will assist the conversion process by acting as liaison with any outside entities involved. After pressurized irrigation has been provided to the subdivision, the Irrigation Control Committee may be dissolved at its own discretion.

**D. Warranty and Maintenance**

1. The initial developer of the subdivision, specifically Wren Haven Associates, Lc., shall be responsible for the repair or replacement of any original irrigation devices which are found to be defective before June 1, 1995, and which were not damaged due to any negligent action of the lot owner using said device.
2. Except for the exclusion just noted, every lot owner is responsible, from time of purchase of their lot, for maintaining all irrigation devices on the lot in proper working condition, including costs of servicing, repair or replacement of said devices.

## VII. General Provisions

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### A. Limitation of Verbal Statements

No verbal statements by any person, developer, contractor, marketing agent, banker, lot owner, or any other person associated with the development, marketing, or sale of lots in this subdivision shall be binding upon any person or entity. These written covenants and any written declarations of the Architectural Control Committee regarding approvals or variances constitute the sole and final embodiment of any warranties, promises, or commitments, whether explicit or implied.

### B. Zoning and Governmental Compliance

All applicable zoning or governmental rules, regulations, and ordinances of Highland City, Utah County, or higher governmental agencies must be complied with regarding all activities within the subdivision. When a subject is covered both by this set of covenants and a governmental or zoning rule, restriction, or ordinance, the more restrictive requirements shall be met.

### C. Amending of Covenants

These Covenants and Restrictions can be amended at any time by a written instrument executed in recordable form by not less than two-thirds (2/3) of the property owners within the subdivision, one lot representing one vote.

### D. Enforcement

1. In the event of violation, real or apparent, of any of these covenants, and in the hopes of maintaining the greatest possible harmony and good will among all residents, it is expected that those person(s) desiring enforcement of the covenants will first make personal contact with those person(s) allegedly in violation and make a good-faith attempt to resolve the problem in a cordial manner, each side being willing to listen to the views of the other. If the conflict is not resolvable in this manner, then a written complaint shall be delivered to the ACC for their judgement.

2. If, in the judgement of the ACC, the written complaint does describe a violation of these protective covenants, and all efforts at negotiation have failed, then as a last resort the ACC shall deliver a written notice of violation and a request for compliance to the violator(s). If compliance has not been undertaken or completed within 14 days from the delivery of said notice, the Committee is authorized and empowered to take such action as may be necessary to enforce the provisions of these covenants.

3. If monies are needed to facilitate the action, then all lot owners shall first be informed of the details and likely cost of the proposed action. Each lot owner may choose either to participate or not to participate. Participating lot owners will share the costs of enforcement equally among themselves. Participating lot owners may choose to withdraw their participation at any time and pay only their share of costs-to-date. The losing party shall pay all costs, including legal fees, incurred by the prevailing party.

4. New residents or lot owners are exempt from financial participation in any actions in progress at the time they purchased their lot or home, even if the previous owner was participating in such an action.

### E. Severability

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

### F. Subdividing of lots 15 and 16

It is understood by all residents that the developers reserve the right to divide lot 15 and lot 16 of Wren Haven Subdivision, Plat 'A' into two 20,000 square foot lots each. Such division would be possible if Highland City changes the zoning ordinances to allow "half-acre" lots. All lot owners hereby agree to be signatories to any documents required to achieve said dividing of lot 15 and/or lot 16. Lots resulting from such a division will be subject to all the provisions of these original Protective Covenants and Building Restrictions.

IT IS REQUIRED that each and every buyer of a lot in this subdivision read and understand these Protective Covenants and Building Restrictions, and they must sign this document where indicated below, specifying that they have read this document and agree to abide by its provisions for the mutual benefit of all lot owners.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

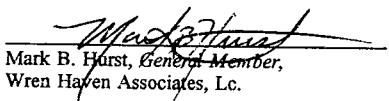
IN WITNESS WHEREOF, the Declarants, undersigned, have executed this instrument this 1 day of September, 1993.

"DECLARANTS"

Wren Haven Associates,  
A Utah Limited Liability Company



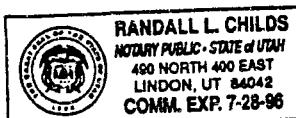
Larry J. Myler, General Member,  
Wren Haven Associates, Lc.



Mark B. Hurst, General Member,  
Wren Haven Associates, Lc.

State of Utah  
County of Utah

On this 1 day of September, 1993, personally appeared before me LARRY J. MYLER and MARK B. HURST, the signers of this instrument, who duly acknowledged to me that they executed the same. IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal:



  
Notary Public

Residing at Lindon, UT 84042  
My Commission expires 7-28-96