

7959768
07/30/2001 12:54 PM 64.00
Book - 8483 Pg - 6260-6263
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: KCC, DEPUTY - WI 4 P.

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS
of
Tuscany Estates at Herriman P.U.D. Phase 2 Subdivision

THIS DECLARATION is made this 12 day of July, 2001, by Tuscany Developers, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property to be subdivided into individual lots described as Lots 201 through 248 of Tuscany Estates at Herriman P.U.D. Phase 2, according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah (herein "Subdivision").

26-36-100-015

WHEREAS, Declarant intends that all of the Subdivision, and each lot within the Subdivision, together with the Common Easements as specified herein, shall hereinafter be subject to the covenants, conditions, restrictions, and reservations herein set forth.

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

ARTICLE 1

BUILDING STANDARDS CONTROL AND COMMITTEE

Section 1. The Buildings Standards Committee (herein "Committee") shall initially be composed of the following members: the President and Vice-President of Tuscany Developers, Inc. and Glen Pettit. A majority of the Committee members may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to select a successor. Neither members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. The Committee shall have the right of review and approval of the type and quality of construction of all improvements on the lots consistent with and subject to the covenants, conditions, restrictions, and reservations herein set forth. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee as to the harmony of external design and location in relation to surrounding structures and topography. The Committee's approval or disapproval as required in these covenants shall be in writing. The owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 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 been fully complied with.

7959768

BOOK 8483 PAGE 6260

ARTICLE II

RESIDENTIAL AREA COVENANTS

Section 1. None of the lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family building not to exceed two stories in height, and private garages. All construction shall be comprised of new materials, except that used brick may be accepted with prior written approval of the Committee. Accessory buildings may be located on a lot if, and only if, plans for the same have been submitted to and approved by the Committee.

Section 2. Minimum Building Size. 1,300 square feet of finished living area on or above grade. A minimum of a double-car garage must be completed prior to building occupancy.

Section 3. Building Exteriors. The exteriors of all buildings shall be stucco-type finishes and/or masonry materials (i.e. brick and/or rock or equivalent). The front elevation of each building must include a minimum of twenty-five percent masonry materials (i.e. brick and/or rock or equivalent).

Section 4. Roof Pitch and Shingles. Roofs shall be constructed at a minimum of 6/12 pitch with the following exception: the main roof structure on house plans which include bay or box windows facing against a street may be constructed at a minimum of 5/12 pitch if the roof over any bay or box window which faces against a street is constructed at a minimum of 7/12 pitch. The Committee shall have the sole right to approve on an individual review basis less than 6/12 roof pitch for up to twenty percent (20%) of the total roof area in order to accommodate variations created by unique designs and building options. Roof shingles shall be architectural grade minimum.

Section 5. Setbacks and Side Yards. The front setback of each lot shall be 25 feet minimum. The rear yard shall be 25 feet minimum. The side yards shall be 8 feet on one side and 10 feet on the other minimum, except corner lots which must be 20 feet minimum on the street side yard.

Section 6. Variation of Building Styles. Identical building plans or styles must be separated by a minimum of 2 lots.

Section 7. Landscaping and Fences. The front and side yard of each lot must be landscaped within 6 months after a building on the lot is occupied. The rear yard must be landscaped within 18 months after occupancy. No fence shall be allowed in front of a building without the written approval of the Committee. No fencing shall be installed without approval of the Committee and must be constructed of vinyl in a style, color and quality as specified and approved by the Committee. Any lot which is contiguous to open space (lot numbers 222 through 232, 235 through 237 and 243 through 248) shall have a rear yard fence which entirely encloses the rear yard and is completed at the lot owner's expense before any building is occupied on the lot. Inasmuch as the city is requiring that the south run of the rear yard fence of lot numbers 229 through 232, 235 through 237 and 243 through 248 and the west run of the rear yard fence of lot 248 be installed during the earliest stages of subdivision development, the first buyers of lot numbers 229 through 232, 235 through 237 and 243 through 248 shall reimburse the developer at the time of closing for the actual cost of developer having installed the same. The owners of lot numbers 222 through 232, 235 through 237 and 243 through 248 shall not remove their rear yard fences and shall maintain them in good order and condition at all times.

Section 8. Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. All contractors are encouraged to Blue Stake as required by

applicable government authority and verify location and depth of all utilities.

Section 9. Nuisances. No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No trash, used materials or equipment shall be stored in open areas. All such materials must be screened from public streets and adjacent properties.

Section 12. Pets, Animals, Etc. No animals, other than a reasonable and usual number of household pets, shall be kept on any lot.

Section 13. Subdivision of Lots. No lot may be subdivided beyond that represented by the original, recorded plat.

Section 14. Underground Circuits. Where underground utility distribution circuits are available or in place for the lots, the owner shall be obligated to install underground service to their building from the distribution circuits.

Section 15. Vehicle Storage. All recreational vehicles shall be parked off the street at the setback line of the residence. No vehicle shall be stored or parked in view of the street unless it is in running condition and being regularly used. Failure to comply with the provisions hereof shall constitute a nuisance.

Section 16. Sewer & Water Laterals and Depths. Sewer & water laterals are stubbed to each property. All residents must locate & verify depth of sewer prior to the commencement of construction.

ARTICLE III

TRANSFER OF CONTROL OF COMMITTEE TO HOMEOWNERS

Upon the purchase and occupancy of a building on the last lot, control of the Committee shall automatically transfer to the owners of the lots. Thereupon, each owner shall be a member of the Committee and shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any lot (a co-owner), all such co-owners shall be members of the Committee and may attend any meetings of the same, but only one such co-owner shall be entitled to exercise the vote to which the lot is entitled. The right of membership on the Committee shall not be assignable, except to the successor-in-interest of the owner, and every membership on the Committee shall be appurtenant to and may not be separated from the fee simple title of such lot. Ownership of such lot shall be the sole qualification for membership on the Committee.

GENERAL PROVISIONS

Section 1. Enforcement. The Committee, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 12 day of July, 2001

DECLARANT:

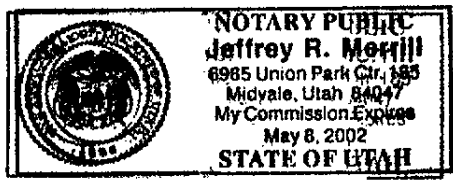
Tuscany Developers, Inc.

By: David J. Dean
Its: President

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

On the 12th day of July, 2001, personally appeared before me David J. Dean, who being by me duly sworn, did say, that he, the said David J. Dean is the President of Tuscany Developers, Inc., and that the within and foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and said each duly acknowledged to me that said corporation executed the same.

Jeffrey R. Merrill
Notary Public



BOOK 8483 PAGE 6263