

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 30 day of July, 1998. Buckskin Land & Livestock, LLC., hereafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant subdivided certain property hereafter referred to as

Carriage Place subdivision
Payson, Utah
[see exhibit A]

ENT 83845 BK 4745 PG 144
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 AUG 20 8:43 am FEE 43.00 BY SS
RECORDED FOR PAYSON CITY

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 Carriage Place Architectural Control Committee (here after "Committee") shall, initially, be composed of two 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, 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 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 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have fully complied with.

1.4. Notice: The existing home within the subdivision is excluded from these architectural covenants.

**ARTICLE II
RESIDENTIAL AREA COVENANTS**

2.1. No residence shall be erected, altered, placed or permitted to remain on any Lot other than City approved dwellings not to exceed two stories in height, and private garages 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 Carriage Place Architectural Control Committee. Homes built on Lots #1-4 shall be one (1) story construction plus basement.

2.2. DWELLING, QUALITY, SIZE. The ground floor level of any private dwelling shall be 1200 square feet or more for a one story dwelling. For a two-story dwelling, the ground level floor area must be at least 900 square feet. Each dwelling must have an attached garage for a minimum of 2 cars. No move in, mobile, manufactured or modular buildings are allowed. Each dwelling must be covered with brick, stucco and brick, rock, a combination of the foregoing, or the equivalent as approved by the Committee. Shingles shall be 25 year dimensional textured quality or better.

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 Payson City, Utah County, and the state of Utah.

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 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. GARAGE 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. All Lot owners shall place weekly trash barrels on 1050 South Street.

2.8. LANDSCAPING. All front and side yards must be landscaped within one (1) year after dwelling is built. However, prior to issuance of a Certificate of Occupancy, landscaping must be completed or sufficient funds in escrow to complete landscaping. One (1) flowering pear tree, which is at least one inch in diameter, shall be planted in front of each home as designated by the Architectural Control Committee.

2.9. ANIMALS. The only animals are those allowed by the City; however, vicious dogs, or animals for breeding purpose will NOT be allowed under any circumstances. Dogs and cats must be kept on a Lot and not allowed to run at large. If animals are taken off their property they must be on a leash. All animals must be kept in the back yard, NOT on the side or front of yards.

2.10. SIGNS. No signs of any kind shall be displayed to the public view on any Lot unless approved by the Architectural Committee.

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 install and properly maintain a fence on his or her Lot meeting the following requirements: Prior to issuance of Certificate of Occupancy, the lot owner shall install or have sufficient funds in escrow to furnish and complete the installation of a Poly-coated 6 foot white vinyl fencing enclosing the back and side yards to the back of house. The Architectural Committee will decide the style of the fence. The owners of contiguous lots shall share equally in the cost of fences which are installed as a separation between the lots at the time the fence is required to be installed by either lot owner. Failure of an owner to pay for the said share of the costs of the said fence when due shall be deemed to create an obligation for which the Committee shall levy a special assessment against the lot of the said defaulting owner. The recovered costs shall be paid to the Lot owner(s) which properly installed said fence.

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. SPECIAL ASSESSMENTS. 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 three (3) written notices, 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.

3.3. 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.

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

**ARTICLE IV
GENERAL PROVISIONS**

4.1. 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.

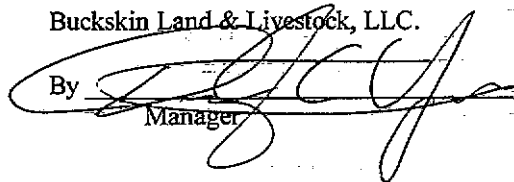
4.2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force effect.

4.3. AMENDMENT. The covenants and restrictions of the 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 a least two (2) Lots. This Declaration may be amended or terminated by a vote of at least seventy-five (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.

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

DECLARANT:

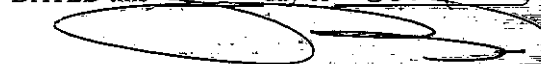
Buckskin Land & Livestock, LLC.

By 
Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, MARLY MOIL-LAZENBY, a Notary Public, hereby certify that on the 30th day of JULY, 1998, Douglas C. Young personally appeared before me who, being by me first duly sworn, severally declared that he is the person who signed the foregoing document as General Manager and that the statements contained therein are true.

DATED this 30th day of JULY, 1998.



Residing at: Salt Lake City, Utah

NOTARY PUBLIC

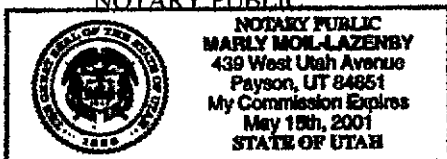


EXHIBIT A

SURVEYOR'S CERTIFICATE

I, DONALD CLAIR ALLEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 154551 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT NORTH 249.33 FEET AND EAST 1919.16 FEET FROM THE SOUTHEAST CORNER OF SECTION 17 TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
N 00°26'22" W	375.26'	
S 87°38'56" E	659.84'	
S 00°28'10" W	106.34'	
S 37°18'35" W	153.03'	
S 36°11'11" W	140.27'	
S 35°31'41" W	21.46'	
N 88°42'25" W	467.61'	TO THE POINT OF BEGINNING.
		CONTAINING 5.01 ACRES

BASIS OF BEARING= UTAH STATE COORDINATE SYSTEM CENTRAL ZONE