


BEAR CREEK AT DRAPER

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

The owner of this project is DKM Development, LLC ("DKM"). As such, DKM will serve as the Architectural Review Committee ("Committee"), and will be responsible for the architectural review and monitoring of compliance with the Covenants. The following is a summary of the major requirements established under Declaration of Covenants, Conditions and Restrictions for Bear Creek. 

Architectural Review Requirements

All building plans and specifications for structures, or permanent improvements of any type, must be reviewed and approved in advance for compliance with the Covenants. Action must be taken on all such submittals within thirty (30) days or approval is automatic. In no event shall approval be unreasonably held nor shall the Covenants be arbitrarily interpreted or applied, but reasonable discretion is reserved by the Declarant or the Committee to make such decisions as they deem prudent. Exceptions and waivers of standard requirements may be granted where such is deemed reasonable and in the best interest of the subdivision and allowing for individual reasonable preferences of lot owners.

Minimum Size of Dwellings

- Lot sizes less than 14,000 square feet:
 1. **Single Story:** finished above-ground floor **2,000 square feet**, with finished or unfinished basement of equal size. Total square footage would then be at least **4,000 square feet**.
 2. **Multi Story:** finished above-ground floor **2,300 square feet**, with finished or unfinished basement at least 1,300 square feet. Total square footage would then be at least **3,600 square feet**.
- Lot sizes larger than 14,000 square feet, but less than 17,000 square feet:
 1. **Single Story:** finished above-ground floor **2,150 square feet**, with finished or unfinished basement of equal size. Total square footage would then be at least **4,300 square feet**.
 2. **Multi Story:** finished above-ground floor **2,800 square feet**, with finished or unfinished basement at least 1,500 square feet. Total square footage would then be at least **4,300 square feet**.
- Lot size between 17,000 square feet and 22,000 square feet:
 1. **Single Story:** finished above-ground floor **2,300 square feet**, with finished or unfinished basement of equal size. Total square footage would then be at least **4,600 square feet**.
 2. **Multi Story:** finished above-ground floor **3,000 square feet**, with finished or unfinished basement of at least 1,500 square feet. Total square footage would then be at least **4,500 square feet**.
- Lot size over 22,000 square feet:
 1. **Single Story:** finished above-ground floor **2,700 square feet**, with finished or unfinished basement of equal size. Total square footage would then be at least **5,400 square feet**.
 2. **Multi Story:** finished above-ground floor **3,500 square feet**, with finished or unfinished basement at least 1,500 square feet. Total square footage would then be at least **5,000 square feet**.

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Time for Completion

- Construction of home must begin within one (1) year from date of closing on property. Front yard landscaping must be completed within nine (9) months of occupancy, and the balance within twelve (12) months thereafter.

Exterior and Roofing Materials Requirements

- Natural materials such as stone, brick, or stucco are required. Aluminum, steel, and vinyl may only be used as soffit and fascia. Steel framing and vinyl windows are an exception and may be approved.
- It is the intent of the Committee that all homes be 100% masonry. However, the combined minimum percentage of exterior materials on front and sides will be a minimum of 70% stone or brick, and balance of stucco.
- Roofing materials including cedar, tile, or high-grade architectural asphalt shingles to be approved by the Committee.
- Roofs shall have a pitch of 8/12, or greater.
- Reasonable care shall be taken to create an appealing variety of colors and styles to reasonably space out any duplication that may exist because of the personal preference of the various homeowners and builders.
- Central air-conditioning required. No "swamp" or evaporative coolers.
- Standard and customary satellite television equipment permitted. No external or outside antenna towers, radio and television equipment shall be installed without approval.

Building Restrictions

- Three-car (minimum) garages are required. Wherever possible, side-load garages are encouraged.
- Indoor storage of recreational vehicles is strongly encouraged. No recreational vehicles, such as but not limited to campers, motor homes, boats, and trailers, may be parked or kept on any lot where such placement is visible from the street without first obtaining approval, providing a pad, and appropriately fencing the pad.
- All driveways shall be constructed with concrete, stamped concrete, or brick.
- All lots shall be used for private, residential purposes only.
- No structure of a temporary nature, such as but not limited to a trailer, shack, barn, shed, or tent shall be placed on any of the lots as a residence or for storage, either temporary or permanent.

Yard Requirements

- Lot owner accepts the sidewalk, curb, or gutter in "as is" condition as received from Declarant.
- Lot owner shall be required to make a \$500.00 deposit for insurance coverage to any potential concrete damage to sidewalk, curb, or gutter necessary during residential dwelling construction. This deposit will also serve as a street clean up fee to help cover the cost of keeping the subdivision clean during the home construction phases if need be.
- Lots must be free from rubbish and trash of every kind, and must be kept clean with lawns neatly mowed as necessary during growing seasons.
- In the event the owners of any lots do not maintain their lot, the Committee shall have the right to cut or remove the grass, weeds, rubbish, or trash at the owner's expense.
- No outdoor storage of any articles, materials, equipment, or vehicles of any nature are permitted in yard except regularly utilized passenger vehicles.
- No sign of any kind shall be displayed to public view on any lot except one professional sign of a conventional size in accordance with Draper City sign ordinances to advertise the property for sale or rent.
- An attractive blend of grass and shrubbery is required for all yards, with reasonable allowance for driveways and sidewalks.
- Fruit or vegetable gardens may be planted only in back yard.
- Lot owner agrees to construct and install a mailbox that compliments the home as approved by the committee. The Post Office has mandated the mailbox locations, and a separate map will be supplied to each lot owner prior to occupancy.
- Lot owner agrees to install and maintain the specific type, size, quantity, and location of trees on their individual lots according to the subdivision design plan for tree planting as indicated on the attached plant schedule.

Animals and Pets

- Live poultry, hogs, cattle, horses, rabbits, birds, or other similar animals or livestock are not permitted.
- House pets such as a dog and/or a cat will be limited to a maximum of two dogs and/or two cats.
- All animals must be properly housed and cared for by the lot owner.
Any noise associated with pets that becomes a nuisance to others is a breach of these covenants, and shall be promptly stopped upon receipt of a written complaint from any third party.

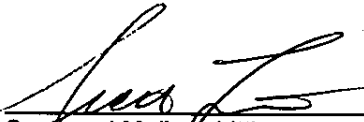
Fencing

- All fencing and fencing materials must be approved by the Committee and be in accordance with Draper City building codes.
- A white picket fence (with vinyl-type coating known as "Woodguard"), or black "wrought iron" fence has been designated as the approved fencing materials in this project.

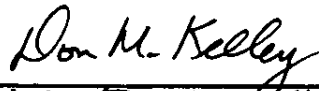
Misc. Provisions

- No lot shall be split, divided, or subdivided for sale, resale, etc.
- The Declaration of Covenants shall be enforceable to any lot owners and their respective legal representatives, heirs, successors and assigns until December 31st, 2032.
- The covenants may be amended and/or terminated in their entirety by an instrument signed by not less than 60% of the lot owners entitled to vote.
- No offensive activities shall be carried on upon any lot, which may become an annoyance to the neighborhood.
- Lots 7, 8, 9, and 10 will have a Homeowners Association which will serve to maintain the private drive that is common to these lots.

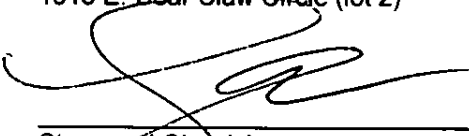
Agreed to and accepted by:

 4-25-03

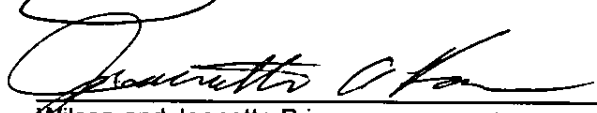
 Scott and Melissa Little
 1818 E. Bear Claw Circle (lot 2)



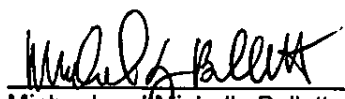
 DKM. DEVELOPMENT, LLC,
 BY DON KELLEY, MANAGER

 5-7-03.

 Steve and Cherri Jepson
 1817 E. Bear Claw Circle (lot 3)



 Wilson and Jeanette Price
 1827 E. Bear Claw Circle (lot 4)



 Michael and Michelle Bullett
 1827 E. Brown Bear Place (lot 8)

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LEGAL DESCRIPTION

BEAR CREEK AT DRAPER

28-33-405-016
015
- 012
- 013
28-33-406 - 014
- 001
- 003
- 004
- 002
- 005

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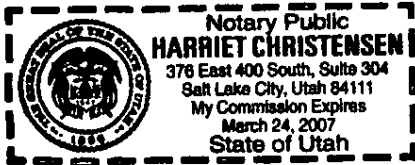
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 12th day of May, 2003, personally appeared before me Don M. Kelley, Manager of DKM DEVELOPMENT, LLC, the signer of the within instrument who duly acknowledged to me that he did execute the same.

My Commission Expires: 3-24-07

Harriet Christensen
Notary Public

Residing at Salt Lake City, Utah



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05/19/2003 04:04 PM 30.00
Book - 8799 Pg - 9121-9125
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SECURITY TITLE INS AGENCY
BY: RDJ, DEPUTY - WI 5 P.

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