

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS
of
Tuscany Estates P.U.D. 4 Phase "A" Subdivision

THIS DECLARATION is made this 8 day of September, 2003, 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 401 through 412, 434 through 475, 497 through 500, 512, and 513 of Tuscany Estates P.U.D. 4 Phase "A", according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah (herein "Subdivision").

26-36-100-021

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. 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.

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 located contiguous to open space (lot numbers 406 through 411, and 434 through 451) shall have a rear yard fence that entirely encloses the rear yard and is completed at the lot owner's expense before any building is occupied on the lot. The owners of lot numbers 406 through 411, and 434 through 451 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

