

When Recorded Mail to:

Kolob Development, Inc.  
c/o Robert M. Anderson.  
Van Cott, Bagley, Cornwall & McCarthy  
50 South Main Street, Suite 1600  
P.O. Box 45340  
Salt Lake City, Utah 84144

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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
KOLOB RANCHES SUBDIVISION, PHASE 4  
WASHINGTON COUNTY, UTAH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of the 19<sup>th</sup> day of January, 2005, by Kolob Development, Inc., a Utah corporation, referred to below as "Declarant".

RECITALS:

A. Declarant is the owner of all of the Lots in Kolob Ranches Subdivision, Phase 4, according to the Official Plat thereof on file in the Office of the County Recorder of Washington County, Utah.

B. Declarant intends to complete the development of a residential subdivision on the Property. Declarant will convey all of the Lots within the Subdivision subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Lots.

C. Declarant hereby declares that all of the Lots shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to these protective covenants, conditions, restrictions and equitable servitudes, all of which are created for the mutual benefit of the Owners of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values in the development by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Property in the Subdivision. The covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from the completion of the Subdivision Improvements, or from using any Lot owned by the Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are otherwise in compliance with applicable County ordinances.

ARTICLE I  
DEFINITIONS

1. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration (including that portion hereof headed "Recitals"), shall have the following meanings:

"Accessory Dwelling Unit" shall mean a part of the dwelling unit on a Lot and used to provide housing for Owner's full time domestic employees or for guests who are not full time residents.

"Barn" shall mean an agricultural outbuilding intended for the care and occupancy of not more than five horses, together with storage areas for supplies, tack, equipment, and livestock feed for the horses kept on a Lot.

"Builder" shall mean the person or entity engaged by an Owner for the purpose of constructing, altering, or maintaining a Permitted Improvement. In this context, the Owner may also be the Builder, provided that if the Owner is not acting as Builder, the Builder shall be a duly licensed contractor as defined by Utah State law.

"County" shall mean Washington County, Utah and its appropriate departments, officials, and boards.

"Committee" shall mean the architectural committee created under Article II of this Declaration.

"Declarant" shall mean and refer to Kolob Development, Inc., a Utah corporation.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of the KOLOB Ranches Subdivision, Phase 4, which are incorporated into this Declaration by reference.

"Dwelling" or "Dwelling Unit" shall mean the single family residence built or to be built on any Lot.

"Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not related living together as a unit who maintain a common household.

"Floor Area" shall mean the total of all floor surfaces surrounded by the exterior walls of any Dwelling or habitable structure. Porches, patios, balconies and decks are not counted as Floor Area unless under roof and enclosed on three sides by the walls of the Dwelling. The first 600 square feet of attached garage space is not counted as Floor Area.

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwelling Units, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

"Lot" shall mean Lots 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 261, 262, 263, 264, 265, 266, 267, 268, 318 and 319, as shown on the Plat of the Kolob Ranches Subdivision, Phase 4.

"Owner" shall mean the person or persons having title to any Lot as shown on the Plat of the Kolob Ranches Subdivision, Phase 4. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

"Permitted Fencing" shall mean any fences and their appurtenances installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

"Permitted Improvements" shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

"Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

"Plat" shall mean the Plat of the Kolob Ranches Subdivision, Phase 4, as approved by the County and recorded in the office of the Washington County Recorder, and any amendments that may be made from time to time.

"Property" shall mean all of the land described on the Plat.

"Public View" shall mean that the object, Improvement, or activity on the Property is or would be in the line of sight originating from a point five feet above the surface of any public streets, including Roadways within the Subdivision.

"Roadway" shall mean those portions of the Property that have been or will be dedicated to Washington County as a public way, as shown and described on the Plat.

"Subdivision" shall mean the Kolob Ranches Subdivision, Phase 4, and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

## ARTICLE II ARCHITECTURAL COMMITTEE

2. Introduction. It is the intention and purpose of this Declaration to impose architectural design standards of a type and nature that result in Dwellings and Improvements which are compatible with the area landscape. The placement, dimensions, materials, colors, and public view aspects of the Improvements will be guided, but still allow for diversity in style and vitality in design.

To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the architectural design standards set forth in this Declaration.

2.1. Architectural Committee Created. The Committee will consist of three (3) members. The initial Committee will consist of three people appointed by the Declarant, who do not need to be Owners. At the time that 90% of the Lots are sold to persons other than the Declarant, all

three members of the Committee will be elected by the Lot owners for a three (3) year term; provided, however, at the first such election of members of the Committee one member shall be elected for a term of three (3) years, one member shall be elected for a term of two (2) years, and one member shall be elected for a term of one (1) year.

**2.2. Approval by Committee.** No Improvements of any kind, including without limitation the construction of any Dwelling Unit, garage, Accessory Dwelling Unit, Barn, out building, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 500 square feet, swimming pools, fences, walls, curbs, poles, landscaping, satellite dishes or antennas, solar panels, or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Committee. Approval of the Committee will be sought in the following manner:

a. Plans submitted. Plans for the construction of any Improvement must be submitted to the Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plans must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling Unit and/or Barn and all other structures or Improvements to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample of each, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification to an existing Dwelling, the Committee may waive any of the foregoing requirements.

b. Review Fee. The applicant will pay a review fee to the Committee of \$200 for each new Dwelling, \$50 for each addition or remodel. The primary purpose of the fee is to document the date of submission, but the Committee may also use the proceeds to pay for its expenses in reviewing the plans and giving notice of meetings.

c. Review. Within 15 days after receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by this Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be retained by the Committee. Any construction that is not in strict compliance with the approved plans is prohibited.

d. Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

e. Failure to Act. If the Committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved.

**2.3. Variances.** Variances to the architectural design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the unanimous consent of the Committee and County approval, if applicable.

**2.4. Extraordinary Costs.** Whenever it deems appropriate, the Committee, upon unanimous vote, may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Improvements. All costs of such additional review will be paid by the applicant. No architect or engineer will be hired if the professional advice sought by the Committee can be obtained from the applicant's architect or engineer, as the case may be. Further, no architect or engineer will be hired without advance notice to the applicant of the intention to hire a review architect or engineer, including the aspects of the proposal that caused the Committee to believe that professional review was required, and the estimated cost of that review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, for himself and his successors and assigns, waives any and all claims against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant.

**2.5. General Design Review.** The Committee will use its best efforts to provide a consistent pattern of enforcement, and consistent application of the architectural design standards of this Declaration. These standards are, of necessity, general in nature, and the Committee shall apply them in a manner that results in a high quality, attractive, and well-designed subdivision.

**2.6. Declarant and Committee not Liable.** The Declarant and the Committee and its members shall not be liable to the applicant or to the Owners of Lots within the Subdivision for any damages for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against another Owner, and may seek independent redress if such Owner believes the Committee has acted improperly.

**2.7. Limitations on Review.** The Committee's review is limited to those matters expressly described in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable codes must be reviewed and approved by the Committee prior to construction.

**2.8. Approval to Proceed.** The Committee shall promptly issue a Certificate of Approval to the Owner once the plans have been approved as provided in this Article II.

ARTICLE III  
RESTRICTIONS ON ALL PROPERTY

3. The following restrictions on use apply to all Lots within the Subdivision.

3.1. Governing Regulations. The lawfully enacted zoning regulations of Washington County, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance. If the covenants, conditions and restrictions in this Declaration are more strict than applicable zoning, it is the intent that the provisions of this Declaration control. This Declaration shall not authorize any uses, improvements, or activities prohibited by any local, state or federal law or regulation.

3.2. No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, or quarrying activity will be permitted at any time.

3.3. No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office during the actual period of construction of the Subdivision Improvements, (b) use by Declarant of one or more of the Lots for a model home site and/or display and sales office during the sales period, or (c) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which utilizes any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

3.4. Accessory Dwelling Unit. No nightly rental of the Accessory Dwelling Unit shall be permitted.

3.5. Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for address signs and traffic control signs for Roadways placed by the County, or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale may be placed in accordance with County sign regulations, and no such sign may exceed six square feet. The Declarant may erect a sign of not more than 64 square feet at the entrance to the Subdivision announcing the availability of Lots and giving sales information.

3.6. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a Certificate of Occupancy by the County.

3.7. Dwelling to be Constructed First. No garage, Barn, Accessory Dwelling Unit, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on the Lot.

3.8. Wood-Burning Fireplaces. No wood-burning fireplaces, stoves, or furnaces will be permitted in any Barn. No coal-fired fireplaces, stoves or furnaces will be permitted in the Subdivision.

3.9. Animals. No animals other than ordinary household pets and five (5) horses may be kept on any Lot. Specifically, no pigs, hogs, cattle, sheep or goats may be kept on any Lot.

3.10. No Re-Subdivision. No Lot may be re-subdivided.

3.11. Utilities. All natural gas, electrical, telephone, television and any other utility lines in the Subdivision are to be underground. All such utility lines shall be used by the individual Lot Owners under the rules and regulations prescribed by the company furnishing the public utility and as said public utility is made available to each Lot.

3.12. No Oil or L. P. Gas Tanks. The primary heat sources for all Improvements shall be solar, natural gas delivered by pipeline, or electric heat. Except for temporary periods during construction of the Dwelling and until access to natural gas is available, no heating oil, propane, butane, or other bulk fuel storage tank may be installed or kept on the Property.

3.13. Service Yards. All clothes lines, service yards, refuse containers, storage yards, and exterior mechanical equipment must be screened or enclosed to the extent practicable so that they are not visible from the Public View or other Dwelling located in the Subdivision.

3.14. Maintenance of Lots. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary and attractive condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

3.15. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors (including but not limited to odors from any animals maintained on a Lot) that detract from the reasonable enjoyment of nearby Lots.

3.16. No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and meeting County fire safety standards) and barbecues.

3.17. No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling or Improvements); open storage or parking of construction equipment; open storage of farm equipment, except in the Barn area; inoperable motor vehicles; boats, mobile homes, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading), and similar equipment, unless placed or maintained within a garage or Barn or screened from public view; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and household refuse or garbage except as stored in tight containers in an enclosure such as a garage.

3.18. No Annoying Lights. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the County, if any. Lighting of tennis courts or similar sports courts should when possible be designed to aim downward and limit the field of light to the confines of the court on which it is installed.

3.19. No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot which create sound that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

3.20. Water Connection. The Property is served by water service from a non-profit water company, and no Owner shall drill his own well for culinary or irrigation water production, except that the Owners of Lots may drill irrigation wells with the authorization of the Utah Division of Water Rights. The pump house for any such well or irrigation system must be approved by the Committee.

3.21. Groundwater Protection. No underground storage tanks for fuels or chemicals of any kind may be installed on the Property. No above ground storage tanks shall be permitted.

3.22. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Property except on Roadways and driveways. No snowmobiles or motorcycles will be operated on the Property except for loading for lawful transport on public streets. This shall not preclude the operation of agricultural equipment on any Lots for the cultivation of crops, mowing of natural vegetation, caring for horses and other agricultural necessities.

3.23. No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Lot or Dwelling thereon shall be for a period of less than 30 days. No Lot or Dwelling shall be subjected to any form of time interval ownership, or ownership in a manner that rotates the use among multiple Owners in a manner that would permit the right of use to be sold separately from the fee simple title to the Lot.

3.24. No Hunting. The hunting, trapping, and harassment of wildlife, by firearms or any other means, is expressly prohibited within the Subdivision.

3.25. Slope and Drainage Control. No Dwelling Unit, structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

3.26. Sewage. Unless and until a sanitary sewage system shall have been constructed to serve the Property (it being understood that Declarant has no intention or responsibility to install a sanitary sewage system), an individual sewage disposal system constructed in accordance with requirements of the County, Utah State Department of Health and other appropriate health authorities shall be installed to service each Dwelling Unit by the Lot Owner. Such sewage disposal system shall consist of a septic tank and drainage field. The effluent from septic tanks and systems shall not be permitted to discharge into any streams, storm sewers, open ditches or drains. No outside privy, toilet or outhouse, temporary or permanent, shall be permitted on any Lot (except during construction). No sewage device shall be installed until plans for such devices are reviewed and approved by the appropriate health department authorities.

ARTICLE IV  
PERMITTED USES AND IMPROVEMENTS

4. Introduction. The following uses and Improvements are permitted within the Subdivision. Uses not specifically permitted are prohibited, unless, in the sole judgment of the Committee, the proposed use is a reasonable and logical extension or appurtenance of a use that is expressly permitted.

4.1. Uses and Improvements Permitted. All construction activity, excavation, and fill are to be confined within the Lot. The Declarant encourages that each Dwelling be designed to conform to the natural topography of the site, and to preserve the natural texture, appearance and vegetation of the undeveloped site to the extent possible. No Improvements, additions, alterations or other construction may be installed, constructed, maintained or allowed to stand within the Lot except as follows:

a. The construction, maintenance, and use of one single family Dwelling together with a garage with capacity for at least two automobiles and storage of recreational and maintenance equipment.

b. The construction, maintenance, and use of those Improvements generally and customarily associated with the use and enjoyment of a single family Dwelling, including driveways, Accessory Dwelling Unit, utility connections, garages, retaining walls, stairways, decks, patios, pools and spas, swing sets, trampolines, walkways, fences, lighting, tennis courts or sports courts, sprinklers, antennas and satellite dishes, and irrigation systems.

c. The construction, maintenance and use of driveway and utility connections to the Dwelling Unit from other portions of the Lot.

d. The construction, maintenance and use of a free-standing Barn for the housing of horses and storage of equipment and livestock feed for use on the Lot. The construction of the Barn shall conform to the architectural design standards and all other provisions of this Declaration, and shall be treated as a separate building for review purposes by the Committee.

e. The construction, maintenance and use of driveway and utility connections to the Barn from other portions of the Lot.

f. The construction, maintenance and use of Permitted Fencing to confine horses and of such Improvements reasonably necessary for the feeding of horses including mangers and watering troughs. If not used as a fertilizer and spread over the Lot, manure must be removed and disposed of, off the Property, to maintain a clean, attractive, and healthy environment for the horses and to avoid annoyance of adjoining Owners.

ARTICLE V  
ARCHITECTURAL DESIGN STANDARDS  
AND CONDITIONS ON IMPROVEMENTS

5. Introduction. The guiding design concept for the Kolob Ranches Subdivision, Phase 4, is that the dominant visual feature of the Subdivision, whether viewed from within the Property or from locations off-site, should be the natural landscape. Dwellings and other Improvements are intended to the extent reasonably possible, to blend into this natural setting and not dominate it. These architectural design standards have been prepared with the intention of insuring that the impacts of construction of the Subdivision are minimal, acceptable, and respectful of the natural landscape. Suggested clear standards of design will provide direction and guidance to the Owners and their design professionals in the planning and construction of Improvements on each Lot's unique setting. It is not the intention of these standards to create uniformity, but to encourage a diversity of design and materials within an architectural approach that respects each site, and is compatible with the landscape and community.

5.1. Site Evaluation. It is expected that each Dwelling and its accompanying Improvements will be designed to suit each individual Lot, and to preserve, and benefit from the site's natural and unique character. The Owner is encouraged to use the services of experienced design professionals to evaluate the site and determine the best building approach for that site. Improvements shall be sited and designed to minimize cuts and fills and other site disturbance.

5.2. Number of Dwellings and Structures. Only one Dwelling may be constructed on any Lot. No other habitable structure, shed, storage building or outbuilding is permitted, except for Barns and Accessory Dwelling Units. Garages must be attached to the Dwelling unless approval is obtained from the Committee for a garage separate from the Dwelling. Accessory Dwelling Units, which need not be attached to the Dwelling Unit, (a) may not exceed 800 square feet; (b) must share utilities (no separate meter); (c) must have at least one dedicated parking space; and (d) may not be rented on any basis.

5.3. Dwelling Size. The minimum Floor Area for Dwellings in the Subdivision is 2,200 square feet, and the maximum Floor Area is 10,000 square feet. No Dwelling shall be constructed or altered in a manner that would violate these limits. Garage area in excess of 600 square feet shall be counted as Floor Area.

5.4. Dwelling Setback and Placement. No Dwelling, Barn or any other Improvements shall be located on any Lot nearer than 100 feet to the front Lot line or nearer than 50 feet to the rear Lot line, or nearer than 50 feet to the side yard lines, and must also comply with the County's minimum front, rear and side yard setbacks; provided, however, if a Dwelling is to be placed on two or more Lots owned and used by the same person, the side yard setback may be waived by the Committee.

5.5. Dwelling Height. No Dwelling or structure shall be higher than two (2) stories from any one elevation and the ridgeline height shall not exceed thirty-five (35) feet from the lowest finished grade elevation contiguous to the Dwelling or structure; provided, however, the Committee may grant a variance to allow the ridgeline height to extend to thirty-five (35) feet from any one finished grade elevation contiguous to the Dwelling or structure (not the lowest finished grade elevation contiguous to the Dwelling or structure) if such limitation would work an undue hardship or prevent utilization of the best features of a Lot.

5.6. Upper Floor Levels. Loft-space above a garage may be developed as living space provided that such development shall not result in raising of the garage exterior wall height or eave line above that necessary to contain the actual garage area volume and provided that the garage is attached to the Dwelling.

5.7. Restrictions on Use of Accessory Dwelling Units. Any Accessory Dwelling Unit may only be used in conjunction with the Owner's use of the Dwelling on that Lot, and may not be separately sold or leased. No Accessory Dwelling Unit may be occupied prior to the commencement of substantial and committed construction of the Owner's Dwelling.

5.8. County Approval Required for Accessory Dwelling. Notwithstanding the foregoing intent of the Declarant, an Owner's ability to construct and use any Accessory Dwelling Unit may be prohibited or further restricted by the County.

5.9. Roof Characteristics. The following restrictions apply:

a. Shapes. Double-pitched roofs, hip roofs, and partial hip roofs are permitted. Shed roofs are only permitted if they are smaller, secondary roof forms attached and terminating with their ridge or highest point in continuous contact with a major building form. Mansard roofs, A-frames, gambrel roofs (including on Barns), domes and curvilinear roof elements are prohibited on the Property. Low slope roofs are permissible only when not visible from the Public View, and are limited to a maximum size of 10% of the Dwelling's Floor Area. Except for permitted low slope roofs, all roofs shall overhang exterior walls by a minimum of 24 inches. Roof pitches shall be not less than 4 in 12 pitch, and no greater than 10 in 12 pitch, and should generally follow or respond to the underlying grade, with steeper pitches used on steeper terrain, and flatter pitches used on flatter terrain. All roof planes descending from a common ridge or connected ridge shall be of the same pitch, regardless of length. A second roof pitch

on any one Dwelling may be used only for secondary roof forms such as permitted sheds or dormers. Only hip roofed or double-pitched roof dormers are permitted. Two or more dormers placed above and well-apart from the eave line on the same roof surface shall be spaced no closer than 0.75 times the width of the largest such dormer unless their fascias intersect, in which case they shall be considered as a continuous or repetitive dormer.

No turrets, towers, or other thematic decorative elements are permitted and no complex, multi-faceted roof planes twisting to conform to irregular building shapes are permitted.

b. Materials. Careful design should consider the visual impact of the roof materials, and minimize their contrast with the surrounding natural landscape. Roofing materials are classified as follows:

Permitted: Unfinished metals of copper, zinc, terne or steel

Prefinished metal roofing in approved colors

Fire retardant wood shingles or medium shakes

Asphalt shingles weighing more than 320 pounds per 100 square feet

Heavy, hand-split wood shakes

Glazed clay or concrete tile in muted colors

Curved tile

Synthetic or prefabricated aluminum shingles or tile

Slate

Prohibited: Bold color or highly reflective roofing of metal or prefabricated metal

Roll or membrane roofing, except on permitted low slope roofs

Tar and gravel roofing

c. Roof Colors. All roofing material should minimize their contrast with the surrounding natural landscape. Red, blue or gold metal roofs shall not be permitted.

d. Fascia. Fascia and roof trim shall be sized to be in scale with the roof and building mass. The use of compound or built up trim adds detail to the roof element and is encouraged. Roof trim shall be finished to match or mildly contrast with adjacent siding or roof material.

e. Roof Appurtenances. All vents, stacks, gutters, flashings, snow diverters, furnace flues, trim and metal work shall match the color of the surface to which it is attached or from which it projects. Whenever possible, vent stacks must be combined to minimize roof penetrations, and concealed from the Public View. Efforts should be made to limit the protrusion of mechanical equipment, exhaust fans, coolers or attic ventilation equipment from the roof and to the extent possible screened from public view. Skylights are permitted when mounted close to and consistent with the underlying roof pitch. Solar collectors shall lie flat on the roof surface, with attention to minimizing glare and reflection to the public view, and to integrate such devices into the form and plane of the roof.

5.10. Chimneys. Chimneys must be constructed of or enclosed in approved brick or stone siding material. No exposed metal flues are permitted. Visible metal parts, other than flashings, are not permitted. If more than one chimney is used on a Dwelling, then each must be of the same design, finish and appearance, although sizes may differ. Whenever possible, chimneys shall contain and conceal the Dwelling's vent stacks, furnace flues and other permitted roof penetrations.

5.11. Antennas. All antennas and satellite dishes must be located and screened to the extent possible from the Public View and adjoining buildings in a manner approved in advance by the Committee.

5.12. Siding and Trim Characteristics. The materials that clad the exterior of the Dwelling shall be natural materials that blend with and are compatible with the natural landscape. The textures and patterns of siding material affect the perceived scale and mass of the Dwelling.

a. Materials. Whenever possible, major wall surfaces should express their mass by being finished with wood, plaster, stucco, brick or stone. Heavier materials should be used below lighter materials whenever more than two siding materials are exposed on the same surface. No more than two permitted siding materials may be used on any one building facade, and no more than three on any one Dwelling. Siding materials are classified as follows:

|             |  |
|-------------|--|
| Permitted:  | sidings, boards, or shingles of natural wood                                   |
|             | plaster, including stucco, which shall be seamless except for expansion joints |
|             | natural and cultured stone   |
|             | structural logs or log siding  |
| Prohibited: | textured plywood   |
|             | vinyl, aluminum, metal, masonite or asphalt tiles                              |
|             | metal  |

b. Colors and Finishes. Wood sidings and shingles shall be finished in colors to minimize their contrast with the surrounding landscape.

Stucco and similar permitted materials shall be blended or finished in colors to minimize their contrast with the surrounding landscape and applied in a manner that does not obscure the natural texture of the material. Stone shall be finished only with a clear water repellent to prevent infiltration or staining of the Dwelling by oxidation. Highly contrasting trim is prohibited on any portion of the Dwelling. Trim may be finished in colors to match or mildly contrast with any adjacent siding materials.

c. Siding Appurtenances. Flashings and other accessories shall be finished to match the siding and be made unobtrusive. Gable vents shall be finished to match the siding and shall be rectangular, or if triangular or trapezoidal, shall match the slope of the adjacent roof slope. All curvilinear gable vents and louvers are prohibited. Vents, stacks, meter troughs, meters, junction boxes and other devices which penetrate or mount upon exterior walls shall be concealed from Public View when possible, and shall be finished to match the surrounding or underlying surface, except for approved exterior light fixtures or lighting devices.

5.13. Exterior Doors. Door openings should be protected by overhanging eaves and otherwise located to provide shelter from weather and snow shedding from the roof. When adjacent, doors and windows shall have matching head heights, and when grouped together, doors should be of identical size and type. Doors shall be rectangular in shape and constructed and glazed to the same standards as the windows, as described above. Doors shall be finished to match the trim or to mildly contrast with the trim and siding.

5.14. Garage Doors. Garage doors may vary in height but shall match the trim details of any other doors and windows on the same wall surface or within 4 horizontal feet on the same elevation in the Public View. Adjacent garage doors may vary in width but shall otherwise be identical. Surfaces in the Public View shall be finished in a color to match or mildly contrast with adjacent trim and siding.

5.15. Balconies and Decks. Balconies and decks can add visual interest and further enrich the design of the Dwelling. Balconies should be small, private areas and designed and located to minimize accumulations of snow and ice. Decks are larger and should closely relate to the adjoining grade and landscape areas. The area under any deck must either be landscaped or screened so that the Public View is not of the unfinished underside of the deck. The underside of any deck more than four feet above grade must either be completely screened with shrubbery, vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony) then treated or stained to match the adjacent wood siding and trim. All deck railings and their posts and other parts shall be constructed of wood or metal and finished in a color to match or mildly contrast with the adjacent wood siding or trim.

5.16. Foundations. All Dwellings shall be set on permanent foundations. No foundation may be exposed for more than eight inches above the finished grade. Foundations that extend above that height must be covered with an approved siding material.

5.17. Parking Areas. Each Dwelling shall include a garage for at least two vehicles. Dwellings may garage more than two vehicles. Double loading of garage areas is permissible. Each Dwelling must also provide paved or gravel driveway parking for two vehicles. No on-street parking is permitted.

5.18. Barns. One Barn as defined above is permitted on each Lot. Barns must comply with the architectural design standards for Dwellings. Barns need not be constructed of the same siding and roofing materials (although that is encouraged) as the Dwelling but the colors of the siding and roofing materials must conform to the colors of the siding and roof materials of the Dwelling. Barns may not exceed 2,000 square feet in Floor Area. The maximum height of a barn, at the ridgeline of the roof, shall not exceed 30 feet above natural grade.

5.19. Driveways. The location, slope, grading conditions, and other impacts of the proposed driveway shall be considered by the Committee in its review of the Owner's plans.

5.20. Driveways, Walkways and other Paving. Asphalt, concrete (including concrete pavers), natural stone, brick, or gravel are the only permitted materials for driveways. Walkways may be constructed of wood block, boards or planking as well as any approved driveway material. Permitted materials for patios, decks, terraces or other on-grade exterior finished areas are the same as for walks.

ARTICLE VI  
LANDSCAPE STANDARDS

6. Introduction. The intent of this Declaration is to conserve water and preserve the natural vegetation and condition on the Property to the extent possible, given the construction of the Subdivision. The use of each Lot is subject to the following Landscape Standards:

6.1. Irrigation of Lots. Water is a precious commodity in this semi-arid alpine desert climate, and any choice of vegetation materials should consider the irrigation needs. While Declarant recognizes and accepts that an Owner may want to plant and care for lawns and other water intensive plants, any species requiring long-term irrigation is clearly dependent upon the continued availability and affordability of water for irrigation purposes.

6.2. Landscape. The areas adjacent to the Dwelling Unit and Accessory Dwelling Unit must be landscaped within one (1) year following substantial completion of the exterior of the Dwelling Unit and Accessory Dwelling Unit, as the case may be. The Owner may use grass, trees, shrubs and other plantings. Planting of trees is encouraged. The Owner of any Lot must re-vegetate as soon as possible, weather permitting, portions of the natural areas of the Lot that are disturbed in the course of construction and which will not be landscaped as herein provided.

6.3. Fences. All property lines may be fenced (except for equestrian easement areas which may not be fenced), subject to the approval of fencing materials by the Committee. Interior pasture fencing on Lots may also be fenced, subject to the approval of Fencing Materials by the Committee. Barbed wire fences are prohibited on a Lot.

ARTICLE VII  
COMBINATION OF LOTS

7. Right to Combine Lots. Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining Lots within the Subdivision.

7.1. Dwelling Size. The maximum Dwelling Size for the Dwelling on the combined Lots shall not exceed 75% of the sum of the maximum allowable Dwelling Sizes stated in this Declaration for the two Lots if developed independently.

7.2. Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction or Improvements have commenced on the combined Lot.

7.3. Record Notice of Combination. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that the two Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Washington County Recorder upon the commencement of construction.

ARTICLE VIII  
OWNERS' MAINTENANCE OBLIGATIONS

8. It is the obligation of each Owner to properly maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

8.1. Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

8.2. Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic will be made without the advance consent of the Committee.

8.3. Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit.

No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance.

ARTICLE IX  
CONSTRUCTION COVENANTS

9. Introduction. In order to minimize the inconvenience to adjoining Owners during any construction activities, the following construction regulations shall be enforced. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, sub-contractors or others shall be deemed a violation by the Owner for which Owner is liable.

9.1. Portable Office or Trailer. A Builder may bring a portable office or trailer on to a Lot during construction of a Dwelling. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance of a Certificate of Occupancy, (ii) the termination, expiration, or cancellation of the Building Permit, or (iii) the suspension or construction activities for a period of 60 days.

9.2. Construction Debris Removal. The Builder must comply with County ordinances regarding construction debris. The Builder shall collect trash at the end of each work day and shall deposit construction trash, packing material, unusable scraps, and other debris in a suitable container or otherwise protect the debris from the wind. No trash may be burned, buried, or otherwise disposed of on the Property. Concrete trucks may not be cleaned out on the Lot or anywhere within the Subdivision unless clean out areas have been designated by Declarant.

9.3. Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

9.4. Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be removed from the site at such time as the permanent plumbing system is operational.

9.5. Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working, and shall not use or park on any other Lot within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

9.6. Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must be removed upon completion or abandonment of construction.

9.7. Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 a.m. and ending at 7:00 p.m., unless otherwise restricted by County ordinances. The Builder is responsible for controlling noise emanating from the site.

9.8. Removal of Mud. The Builder is responsible for immediately cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

9.9. Construction Access. Construction access to the Dwelling is limited to the Driveway designated on the approved site plan for the Dwelling.

9.10. Duration of Construction. No construction shall be undertaken without a Building Permit and all other necessary permits from the County and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of the Building Permit. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially complete within a period of twelve months from commencement. All landscaping and soil stabilization work must be completed as soon as reasonably possible after completion of the exterior of the Dwelling, but in no event later than one (1) year following substantial completion of the exterior of the Dwelling.

9.11. Repair of Damage. The Owner is responsible for the prompt repair of any damage to the Property caused by or incidental to Owner's construction.

## ARTICLE X GENERAL PROVISIONS

10. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

10.1. Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

10.2. Remedies.

a. Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys fees and costs of court.

b. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

c. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

d. The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

10.3. Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

10.4. Limited Liability. Neither the Declarant, or the Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

10.4. Term of Covenants, Renewal. This Declaration shall expire seventy-five years from the date it is first recorded with the Washington County Recorder, provided however that in the last year prior to expiration, the Owners of 90% of the Lots may, by written notice which is recorded with the Washington County Recorder, agree to extend the covenants for a period of an additional twenty years.

10.5. Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, the Owners of 80% of the Lots subject to this Declaration may amend the provisions of this Declaration, provided that if the Declarant owns or controls an interest in any of the Lots at the time of the proposed Amendment, the consent of the Declarant will be required. Any Amendment must be in writing and be properly recorded in the office of the Washington County recorder. No Amendment will be binding upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the Amendment. This Declaration may not be repealed by amendment. No Amendment shall have the effect of increasing the number of Lots or Dwellings within the Subdivision beyond that approved by the County and this Declaration.

10.6. Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this

Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

10.7. Reservation of Easements. For the mutual benefit and convenience of all of the Owners, each Lot is burdened by an easement 10 feet in width along each Lot line for the installation and maintenance of utility services to the Subdivision. The Owner grants the right to public utilities to enter upon each Lot for purposes of utility installation, meter reading, and maintenance, and the right to public agencies providing utility-type services and emergency and public safety services to enter on to the Lot as needed to perform their functions.

10.8. Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

10.9. Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

10.10. Declarant's Rights Assignable. The rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

10.11. Effective Date. This Declaration shall take effect upon its being filed for record in the office of the County Recorder of Washington County.

## ARTICLE XI ANNEXATION OF ADDITIONAL PROPERTY

11. Any real property may be annexed to and become subject to this Declaration by the method set forth hereinafter in this Article XI, as follows:

11.1. Annexation Without Approval and Pursuant to General Plan. Any real property may be annexed to and become subject to this Declaration without the approval, assent or vote of the Owners providing and on the condition that a Supplementary Declaration of Covenants, Conditions and Restrictions (hereinafter "Supplementary Declaration") covering said additional real property described shall be executed and recorded by Declarant, the owner of said real property, or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration.

11.2. Supplementary Declarations. The additions authorized under the foregoing section 11.1 of this Article XI shall be made by filing of record a Supplementary Declaration, or similar instrument with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in

this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration.

Executed effective the date stated above.

KOLOB DEVELOPMENT, INC.,  
a Utah Corporation

By: \_\_\_\_\_  
Its: President

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2005,  
by Robert M. Anderson, the President of Kolob Development, Inc., a corporation.

Katherine T. Katzdorn  
NOTARY PUBLIC

