

**WHEN RECORDED RETURN TO:**

Northstar Project, L.L.C  
970 East Woodoak Lane  
Salt Lake City, Utah 84117  
(801) 268-0700

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08/19/2005 02:27 PM \$26.00  
Book - 9176 Pg - 3024-3032  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NORTHSTAR PROJECT LLC  
970 E WOODOAK LN  
SLC UT 84117  
BY: SBM, DEPUTY - MI 9 P.

**DECLARATION OF PROTECTIVE COVENANTS FOR NORTHSTAR,  
a planned residential development**

This Declaration of Protective Covenants for North Star, a planned residential development, (the "Declaration") is executed by Northstar Project, L.L.C, a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer"), with reference to the following:

**RECITALS**

- A. Developer is the owner of certain real property located in Salt Lake County, Utah described more particularly on Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- B. Developer has subdivided the Property into a planned residential development consisting of twelve lots with a common land drain system.
- C. The Property is an area of unique natural beauty, featuring distinctive terrain.
- D. Developer desires to provide a general plan for the development of all of the Property and for the establishment of protective covenants to assist the owners in managing the land drain so as to enhance and protect the value and attractiveness of this uniquely attractive residential property, all in accordance with the provisions of this Declaration.
- E. The development of the Property and the construction of the improvements thereon has been, or is to be, performed in accordance with the plans contained in the Plat Map recorded or to be recorded concurrently herewith.
- F. Developer intends to sell to various purchasers the fee title to the individual Lots contained in the planned residential development.
- G. The Developer desires, by filing this Declaration of Protective Covenants, to submit North Star and all improvements now or hereafter constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run

with the land.

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

NOW, THEREFORE, for the reasons recited above, the Developer hereby covenants, agrees and declares that the Property shall be subject to the following covenants, conditions and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:
  - a. "Builder" shall mean an Owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.
  - b. "Building" shall mean an edifice or structure designed to stand more or less permanently.
  - c. "City" shall mean Salt Lake City, a municipal corporation.
  - d. Dwelling Unit shall mean and refer to a separate physical part of a Lot intended for independent use. Mechanical equipment and appurtenances located within any one Dwelling Unit, or located without said Dwelling Unit but designated and designed to serve only that Dwelling Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Dwelling Unit. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Dwelling Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Dwelling Unit, shall be deemed to be part of the Unit.
  - e. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Building or Dwelling Unit constructed thereon.
  - f. "Lot Number" shall mean the number and/or letter used to identify a particular Lot or Lots.
  - g. "Owner" or "Owners" shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
  - h. "Project" shall mean the North Star Subdivision.
  - i. Property shall mean all of real property and real property interest comprising the Planned residential development.

j. "Subdivision" shall mean Northstar Subdivision.

2. Residential Nature of the Project. This is a residential subdivision and only single family residences are allowed.

3. Area of Application. This Declaration shall apply to all of the Property.

4. Right to Expand Application. The Developer shall have the unilateral right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded, and without additional Owner approval required.

5. Easements. There are hereby RESERVED and the City is hereby GRANTED the following easements and rights of way:

a. Description of Easement and Right Of Way. A non-exclusive easement over, across, through, above and under the Lots and any common area for purposes of access, installation, construction, operation, regulation, inspection, maintenance, repair, replacement, and related services of the land drain system and facilities.

b. Definition of Established Drainage Pattern. For purposes of this subsection, the term "established drainage pattern" shall mean the drainage pattern, facilities, and improvements in existence at the time a Lot is conveyed to a home purchaser by the Developer, its successor or assign.

c. Duty to Maintain Integrity of Established Drainage Pattern. Within these easements and rights of way, no structure, planting or other materials 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, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by the Owner, excepting those improvements for which a public authority or utility company is expressly responsible.

d. Covenant Not To Interfere. No Owner shall interfere or attempt to interfere with the land drain system or the established drainage pattern established by the Declarant and City or their successors or assigns.

e. Improvement of Lots Relative To Established Drainage Pattern. Each Owner shall be responsible to develop, improve, and landscape his Lot in a manner consistent with the land drain system and the established drainage pattern, and so as not to detract from, interfere with, or impair or the land drain system or the established drainage pattern on any other Lot within the Project. No changes to the land drain system or the established drainage pattern on any Lot shall be permitted without the prior written consent of the City.

f. Maintenance of the Land Drain System and Duty to Request Permission to Make Alterations. The City shall be responsible to maintain, repair, and replace the land drain system. No Owner shall have the right, power, or authority to change, modify, alter or repeal, either by vote, alienation, alteration, modification, transfer, sale, or other device, the use of the currently existing areas, physical improvements, systems, and structures intended and designed as the land drain system without the prior written consent of the City. The City is hereby made a party to the covenants established by this Declaration for the sole purpose of protecting and preserving the use, maintenance, repair and replacement of the land drain system. The City is hereby granted a right of enforcement.

g. Damage or Waste. Each Owner shall be strictly liable for any loss, damage or claim caused to person or property in the Project caused by his negligence or carelessness, or that of his family members, tenants, occupants of his Dwelling Unit, guests or invitees.

h. Encroachment. In the event that any portion of the common area or a Lot encroaches or comes to encroach upon other common area or Lot as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

6. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.

7. Architectural Guidelines. Since the Developer has the sole right and exclusive authority to resolve all architectural issues to insure the harmony of design and quality of construction and materials throughout the Project, all architectural designs, plans, fencing, specifications and construction materials must be consistent with this Declaration, reviewed and approved by the Developer in writing.

8. Fencing. The Developer shall pay for and install vinyl fencing along the back of Lots 6-12, inclusive. Thereafter, the Lot Owners of said Lots shall be responsible to maintain, repair and replace said fencing. No fence or similar structure shall be built in any front yard. No fence or similar structure shall be built in any side or rear yard in excess of six (6') feet. Natural wood, vinyl or masonry fencing is permitted. Chain link fencing not installed prior to the date of the recording of this Declaration is not allowed anywhere in the Project.

9. Landscaping. Each Lot, including the front, side and rear yards, must include an underground sprinkling system and grass. These landscape improvements must be installed within nine (9) months of home occupancy.

10. Initial Use Restrictions. Each Owner and occupant shall be entitled to the exclusive ownership and possession of his Lot, subject to the following restrictions:

a. Laws. Nothing shall be done or kept in, on or about any Lot or Dwelling Unit, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

b. Subdivision of a Lot. No Lot shall be subdivided or partitioned.

c. Certain Work Prohibited. No Owner shall use or occupy or permit the Property to be used or occupied, nor do or permit anything to be done in or on the Property, in a manner which will in any way which would jeopardize the soundness, safety or utility of the land drain system, reduce the value of the Lots, or impair any easement or hereditament, without in every such case the express prior written consent of all the other Owners being first obtained.

d. Garbage. All rubbish, trash, refuse, waste, dust, debris and garbage shall be kept in sanitary trash receptacles, hidden from public view except for a 24 hour period on trash pick-up day.

e. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with the land drain system, established grading, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Developer.

f. Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight.

g. Signs. No signs, billboards or advertising structures may be built or displayed on any Lot except for a single sign with a maximum size of two feet by three feet (2' x 3') for specific purpose of advertising the sale of a Dwelling Unit; provided, however, this requirement does not relate to the Developer, the initial builder or builders of Dwelling Units of the Subdivision or their assigns, who may use whatever signs they deem appropriate to market the Lots.

h. Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic

weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

i. Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Domestic or household pets permitted by local zoning ordinances are allowed. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (1) it causes damage to the property of anyone other than its owner; (2) it causes unreasonable fouling of the air by odors; (3) it causes unsanitary conditions; (4) it defecates on any common area and the feces are not immediately cleaned up by the responsible party; (5) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; (6) it molests or harasses passersby by lunging at them or chasing passing vehicles; (7) it attacks people or other domestic animals; (8) it otherwise acts so as to bother, annoy or disturb other reasonable residents or interferes with their right to the peaceful and quiet enjoyment of their property; or (9) by virtue of the number of pets maintained, they are offensive or dangerous to the health, welfare or safety of other residents.

j. Motor Vehicles. No motor vehicle or trailer may be parked or stationed in such a manner so as to create or threaten to create a dangerous situation. No motor vehicle or trailer may be parked or stationed in such a manner so as to create an obstacle or block access to a garage, driveway, traffic lane, street or road, Building or Lot. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the garage as originally designed and constructed. Recreational, commercial or oversized motor vehicles may not be parked in the street or the front yard area, except for purposes of loading and unloading, and must be parked or stored outside the Subdivision or on a cement pad designed and constructed for that purpose in the side or rear yard areas.

k. Nuisance. Activities, behavior or a condition which constitutes a nuisance, or is a noxious, hazardous or offensive use of the Property, or threatens the security or safety of other residents of the Project are prohibited.

11 . Developer's Sales Program. Anything to the contrary notwithstanding, for so long as Developer continues to own a Lot in the Subdivision the following provisions shall be deemed to be in full force and effect. No Owner or occupant shall interfere or attempt to interfere with the completion of improvements, promotion and/or sale of Lots owned by Developer or Dwelling Units constructed thereon. Developer shall have the right to maintain one (1) or more sales offices and one (1) or more model Dwelling Units at any one time. Such office and/or models may be one or more of the Dwelling Units owned by the Developer, one or more separate structures or facilities placed on the Property for the purpose of aiding Developer's sales effort, or any combination of the foregoing. Developer shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property.

Developer shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices. Developer shall have the right to remove from the

Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Developer's sales effort. All of the rights of Developer under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or Buildings in the Project title to which is vested in Developer shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Developer (in its capacity as Developer) herein.

12. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

13. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Developer, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

14. Enforcement and Right to Recover Attorneys Fees. Should the Developer or an aggrieved Owner be required to take action to enforce or construe the Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

15. Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Developer or its agents, representatives and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

16. Amendments. This Declaration may be amended upon the affirmative written approval of at least a majority of the Owners and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Davis County, Utah; provided, however, so long as the Developer shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without Developers prior written consent.

17. Registered Agent. The initial Registered Agent is Christopher P. Gamvroulas and the initial office of the Registered Agent is 970 East Woodoak Lane, Salt Lake City, Utah 84117.

18. Duration. The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Dated the 19 day of August, 2005.

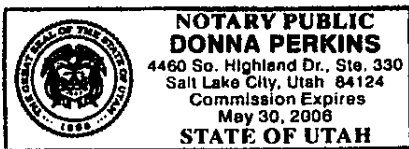
DEVELOPER:  
NORTHSTAR PROJECT, L.L.C.

By: Christopher P. Gamvroulas  
Name: Christopher P. Gamvroulas  
Title: MANAGING MEMBER

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me the 19 day of August, 2005 by Christopher P. Gamvroulas, who is the Managing Member of Northstar Project, L.L.C, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that he executed the same pursuant to a resolution of Members or its Articles of Organization.



Donna Perkins  
Notary Public  
Residing at: Salt Lake  
My Commission Expires: 5/30/06



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

I, RALPH E. GOFF, DO HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER, AND OR LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 144147 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE 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 AND STREETS, HEREAFTER TO BE KNOWN AS

**NORTHSTAR SUBDIVISION**

AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, I FURTHER CERTIFY THAT ALL LOTS MEET THE FRONTAGE, WIDTH, AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCE.

**LEGAL DESCRIPTION**

BEGINNING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 112 OF THE WESTPOINTE PLAT "A" AMENDED NO. 1 SUBDIVISION AND RUNNING THENCE ALONG THE BOUNDARY OF WESTPOINTE PLAT "A" AMENDED NO. 1 N89°D43'57"E, 106.48 FEET THENCE 24.03 FEET ALONG THE ARC OF A 145.34 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S4°D39'08"W, 24.00 FEET; THENCE S0°D05'02"E, 212.09 FEET TO THE SOUTHERLY LINE OF SAID WESTPOINTE PLAT "A" AMENDED SUBDIVISION; THENCE ALONG SAID SOUTH LINE N89°D43'57"E, 131.19 FEET TO THE NORTHWEST CORNER OF LOT 17 OF WESTPOINTE PLAT "N"; THENCE S0°D04'31"E, 366.25 FEET ALONG THE WEST BOUNDARY OF SAID WESTPOINTE PLAT "N"; THENCE S89°D43'57"W, 235.73 FEET TO THE SECTION LINE; THENCE N0°D04'31"W, 602.25 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 2.5486 ACRES

DESCRIPTION INCLUDES THE PROTECTION STRIP ALONG THE WEST SIDE OF SIR PHILLIP DRIVE WHICH WAS SHOWN AS LOT 137 ON WESTPOINTE PLAT "A" AMENDED.