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When Recorded Return to:

Lincoln Hobbs  
525 South 300 East  
Salt Lake City, UT 84111

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LINCOLN HOBBS  
525 S 300 E  
SLC UT 84111 By GBM

**SECOND AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DRAPER HEIGHTS SUBDIVISION**

This Second Amended Declaration of Protective Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration," is made and executed as of the 16th day of November, 2005, by Draper Heights Homeowners Association, a Utah Non-profit Corporation ("Association").

RECITALS

A. Description of Land. The Draper Heights Homeowners Association is situated in and upon the land described in Exhibit "A" to this Second Amended Declaration and which is attached hereto and made a part hereof (the "Subject Land").

SUBJECT to Easements, Restrictions and Reservations of Record.

B. Building and Improvements. U.S. General, Inc., a Utah corporation, was the record fee simple owner of the Subject Land and established the Association and the Project with a Declaration, dated July 3, 1996, and recorded as Entry No. 6398861, in Book 7437, at Pages 1232-1258, Salt Lake County Recorder (the "Original Declaration"). An Amended Declaration was recorded on July 14, 1999 as Entry No. 7411899, in Book 8294, at Pages 622-634. The Project contained a number of residential lots recorded as Exhibit "A" to the original Declaration.

The subdivision that is the subject of this Declaration has previously been known as the Draper Heights Subdivision HOA, the Draper Heights Subdivision Homeowners Association, and the Draper Heights Subdivision. Hereafter, the Association, and the non-profit corporation established in connection herewith, shall be known as the Draper Heights Homeowners Association.

To further the general purposes herein expressed, Draper Heights Homeowners Association for itself, its successors and assigns, hereby declares that all of the Lots shall at all times, be owned, held, used, and occupied subject to the provisions of this Declaration and subject to: (i) the covenants, conditions, and restrictions herein contained; and (ii) the easements herein reserved or granted.

ARTICLE I – DEFINITIONS

1.01. "Assessment" shall mean any charge imposed by the Association, including Maintenance Charges pursuant to ARTICLE III and Common Expenses pursuant to ARTICLE VII.

1.02. "Association" shall mean the Draper Heights Homeowners Association, a Utah non-profit corporation.

1.03. "Compliance Review Committee" shall mean a committee, appointed by the Management Committee, to review and monitor design and maintenance of the lots and structures thereon. The Management Committee may appoint one or more members of the Management Committee to serve as the Compliance Review Committee, or may appoint one to three persons to act as the Design Review Committee.

1.04. "Declaration" shall mean this instrument as it may be amended from time to time.

1.05. "Improvement" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, out buildings, walkways, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping hedges, planting, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment.

1.06. "Lot" shall mean any area of real property within the Subdivision designated as a Lot on any subdivision plan recorded or approved by the Association or its successor in interest.

1.07. "Management Committee" shall mean the Draper Heights Management Committee, which committee as described, herein, is also the Board of Trustees of the non-profit corporation and is charged with the responsibilities set forth herein.

1.08. "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association or the successor for work done pursuant to ARTICLE III hereof and fines, penalties and collection costs incurred in connection therewith.

1.09. "Owner" shall mean the record holder of legal title to the fee simple interest in any Lot. If there is more than one owner of record of legal title to a Lot then notice to any one of such owners of record shall be deemed notice to all owners of record of that Lot.

1.10. "Park Strip" shall mean the area in front of a Lot bordering a street beginning with the front line of the Lot and extending to the public asphalt roadway. The Park Strip shall include the sidewalk, and the planting area between the sidewalk and the curb-gutter.

1.11. "Plat Map" shall mean and refer to that plat of Draper Heights, which is recorded in the official records of the Salt Lake County Recorder concurrently with the recording hereof.

1.12. "Single Story" shall mean any dwelling structure that has only one (1) level of living space above the average original grade at the building perimeter.

1.13. "Two Story" shall mean any dwelling structure that has only two (2) levels of living space above the average original grade at the building perimeter.

1.14. "Three Story" shall mean any dwelling structure that has only three (3) levels of living space above the average original grade at the building perimeter. The third level of living space can only be included within the roof structure elevation or what is commonly known as the attic or dormer.

1.15. "Three Story with Basement" shall mean any dwelling structure that has three (3) levels of living space above the average original grade at the building perimeter, of which basement structure is more than half below finish grade at the building perimeter.

## ARTICLE II – OWNERS BOUND BY COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

2.01. Each Owner Bound by Terms of Declaration. Each Owner, by acceptance of a deed to a Lot, is deemed to have read and agreed to be bound by the terms and conditions of this Declaration.

## ARTICLE III – MAINTENANCE

3.01. Purpose of Maintenance Charge. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for this community and to protect and promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration, or be subject to the assessment of Maintenance Charges to be levied by the Management Committee as hereinafter provided.

3.02. Maintenance of Park Strip. Each Owner shall be responsible to construct, landscape and maintain the Park Strip fronting on each Owner's Lot. This maintenance shall include, without limitation, the mowing and watering of the designated Park Strips, removal of weeds, clearing of debris, and other general care, removal of snow from the sidewalk, but not the removal of snow from the planted area of the Park Strip. In the event that any Owner shall fail to timely construct (as set forth in Section 5.04), landscape, or maintain the Park Strip, whether such failure is caused through the failure to act or the willful or negligent act of the Owner, his family, guests or invites, or otherwise, then, subject to the provisions of Section 3.04 hereof, the Compliance Review Committee shall have the right to cause such construction, landscaping and maintenance to be performed, and the cost of such maintenance or repairs, shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by a Maintenance Charge Lien as set forth herein. Note: only acceptable trees, grass, shrubbery and flowers are allowed within the area of the park strip. No cobble stone, rocks, fences, asphalt, concrete or mounds are permitted. However, mailboxes are allowed within the park strip.

3.03. Improper Maintenance of Lot. Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any improvements have been constructed thereon by said Owner. In the event that (a) any Park Strip or Lot that is not maintained or repaired as set forth herein, (b) any portion of any Lot is so maintained as to present a public or private nuisance; or as to substantially detract from the appearance or quality of the surrounding Lots; or (c) any portion of a Lot is being used in a manner which violates this Declaration; or (d) any Owner fails to maintain acceptable vegetation on any slope greater than 30% on said Owner's Lot; or (e) any Owner fails to perform any of its obligations under this Declaration or the design and Development Requirements of the Compliance Review Committee; then, the Compliance Review Committee shall give written notice thereof to the Owner of the applicable Lot, that, unless the conditions are corrected within thirty (30) days of

the date of such note, the Association shall have the right, without further notice or demand, to cause the conditions set forth in the Notice to be corrected at the cost of such Owner. The cost of such maintenance or repairs performed by the Compliance Review Committee shall constitute a maintenance charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by a Maintenance Charge Lien as set forth herein.

3.04. Vacant Lot Maintenance. All Lots shall be kept free from rubbish, litter and noxious weeds and shall be kept in a neat and orderly fashion at all times. No modifications to the grade of any Lot shall be made without the advance written consent of the Compliance Review Committee. Any changes in grade or other work on any Lot which in any way alters the vegetation or the drainage on any Lot must be completed diligently and as promptly as practicable after the commencement of construction. If construction is not diligently pursued, the Association may, after notice and an opportunity to be heard, impose a fine against the owner of the Lot until construction is completed, in accordance with Section 12.02 hereof.

3.05. Maintenance Charge Lien. The Maintenance Charges, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Maintenance Charge Lien"), on the Lot to which such charges relate in favor of the Association. Such charges, costs, expenses shall be a lien upon the Lot against which each such charge is made until paid in full. The Maintenance Charge Lien shall be a charge on the Lot, shall attach from the date when the unpaid charge became due and shall be a continuing lien upon the Lot against which each such assessment is made until paid in full. Each such Maintenance Charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the Maintenance Charge becomes due. The Maintenance Charge Lien may be foreclosed by the Association in the same manner as a mortgage on real property, upon the recording of a Notice of Delinquent Maintenance Charge as set forth in Section 3.06 hereof. The Association shall be entitled to purchase the Lot at any such foreclosure sale.

3.06. Effect of Nonpayment. Any Maintenance Charge not paid within thirty (30) days of the date of written notice of the amount thereof, shall be deemed delinquent and shall bear a late fee of \$50.00 per calendar month (effective the first day of the month after it becomes due) and interest at the rate of eighteen percent (18%) per annum from due date until paid. The Owner of the applicable Lot shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The Association may also record a Notice of Maintenance Charge Lien against any Lot as to which a Maintenance Charge is delinquent. The Notice shall be executed by a member of the Management Committee, shall set forth the amount of the unpaid assessment, the name of the delinquent Owner and a description of the Lot. The Association may establish a fixed reasonable fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Maintenance Charge Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against said Owner's Lot. Commencement of an action against said Owner shall not be deemed to be a waiver of the right to foreclose the lien granted herein unless and until all amounts due are paid in full. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use or abandonment of his or her Lot.

3.07. Priority of Lien. The Maintenance Charge Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is a lender (or its successors or assigns) which has previously lent funds, the security of which is the Lot against which the Maintenance Charge Lien is assessed, and shall also be subject to and subordinate to liens for taxes and other public charges. Except as provided above, the Maintenance Charge Lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the applicable Lot after the date and time of the recording of the Notice of Maintenance Charge Lien. In the event of a voluntary transfer, the seller and buyer of a lot shall be jointly and severally liable for all assessments that have accrued as of the date of transfer. The subsequent sale or transfer of any Lot shall not affect the Maintenance Charge Lien.

#### ARTICLE IV – DEVELOPMENT REQUIREMENTS

4.01. Purpose. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, and to establish and preserve a harmonious design for the community, and to establish procedures for the enforcement of the terms and conditions of this Declaration, and to protect and promote the value of the Subdivision, and to approve the exterior design of all improvements constructed within the Subdivision and changes or alterations to existing uses, all development activity shall be subject to the prior review and approval of the Compliance Review Committee in accordance with the Design and Development Requirements.

4.02. Completion Required Before Occupancy. No Building within the Property shall be occupied until and unless the owner of such Building shall have completed the Building in accordance with, and complied with, all approved plans, and specifications and a certificate of occupancy has been issued by Draper City.

#### ARTICLE V – COVENANTS, CONDITIONS, AND RESTRICTIONS

5.01. Use of Lots. All Lots within the Subdivision shall be used only for the construction and occupancy of one single family dwelling, not to exceed three stories above basement (basement height not to exceed three and one half feet average height of original grade at the buildings perimeter) together with a private attached garage for not less than three (3) vehicles and for not more than five (5) vehicles (two car garages may be approved on a case-by-case basis). Also see paragraph 6.07 for additional restrictions relating to detached garages. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. All Lots shall be used, improved and devoted exclusively for such single family residential use. Gainful occupation, profession, trade or other nonresidential use (such as a model home) may be conducted on any such Lot ONLY if permitted by Draper City and approved by the Compliance Review Committee. No persons shall enter into any lot for engaging in such uses, without prior review and approval by the Compliance Review Committee and the appropriate officials of the Draper City.

5.02. Community Entrance. Absent further amendment of this Declaration pursuant to the terms hereto, there shall be no additional entrances to the Subdivision other than the east and west gates currently in place. No driveways will be allowed other than those as approved by the

Compliance Review Committee and which provide access to existing streets inside of the Project.

5.03. Architectural Control. No grading, excavation, building, fence, wall, residence or other structure of any kind, or alteration, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof along with a topographical plan showing the location of all improvements, including a detailed landscaping plan has been approved in writing by the Compliance Review Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of any Lot shall be subject to the prior written approval of the Compliance Review Committee. No changes or deviations in or from the plans and specifications once approved by the Compliance Review Committee shall be made without the prior written approval of the Compliance Review Committee. A fee of \$250.00 will be assessed each builder/homeowner, prior to plan approval, by the Compliance Review Committee for architectural compliance. One re-submission is allowed at no cost. The Compliance Review Committee shall make a determination on all submitted plans within a reasonable time, not to exceed thirty (30) days after submission of appropriate documentation. A fee of \$100.00 will be charged for any other submission(s). Subsequent to receiving approval of the Compliance Review Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Draper City and connection of ALL utilities to his or her lot.

5.04. Construction Time. The Owner of all lots must start construction of a home within twelve (12) months of the recordation of this Declaration, or shall have completed, by that time, the construction and improvements of the Park Strip on the Lot. Once construction on the home commences, the Owner must complete construction of all structures not later than twelve (12) months from the date construction starts. The start of construction shall be the excavation for footings and foundation of the home. All building debris, excavation, dirt, and the like, associated with the building process shall be removed within the said twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks in the Subdivision. Failure to complete the Park Strip as set forth herein shall result in a fine pursuant to ARTICLE III.

5.05. Deadline for Completion of Landscaping and Automatic Sprinkling System. The front yard of each Lot (from the street curb to the front building line of the residence on the Lot) shall be landscaped within four months (4) of the occupancy date of any structure built upon said Lot, weather permitting. Each front yard shall contain a minimum of four (4) each two (2) inch caliber trees at least six (6) feet high of two (2) different species. The remainder of the Lot shall be landscaped with an automatic sprinkling system within one (1) year of the occupancy date of any structure built upon said Lot. In the event that the home was completed during the winter months (Oct. – Mar), the front yard landscaping and sprinkler installation must be complete by June 30 following that winter season.

5.06. In the event an owner fails to complete construction or landscaping within the time frames set forth in this Declaration, the Association may undertake to complete construction, with all costs therefore to be billed to the Lot owner. The Association shall be

entitled to place a lien on the Lot for any such expenses incurred, and shall be awarded all collection expenses, including a reasonable attorney's fee, which may be incurred therewith.

5.07. Restricted Trees. Poplars, Russian Olives, Chinese Elms, Weeping Willows, Box Elder are prohibited within the Property.

5.08. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the owners of any other Lot in the vicinity thereof, or to the occupants of such other Lot. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all Lots shall be kept in a neat and orderly condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved by the Compliance Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Compliance Review Committee, which may also require screening of such material and equipment storage areas.

5.09. Parking or Storage of Vehicles. No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Subdivision. Licensed, regularly used and operable passenger vehicles (i.e. visitor vehicles) may be parked in the street of the Subdivision for brief periods of time (i.e. less than twenty-four hours). Overnight parking of such vehicles shall be restricted to the driveway of the dwelling being visited. Boats, campers, snowmobiles, recreational vehicles, trailers, etc. are prohibited from being stored at the front of the house. No unlicensed, or inoperable vehicles may be stored in the community. Any vehicle improperly parked is subject to towing at the owner's expense.

5.10. Garbage and Refuse Disposal. No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials shall not be kept on any Lot except in covered containers. All Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash within the Subdivision is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

5.11. Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Lot, without the express written consent of the Compliance Review Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice ten square feet or smaller in size which states that the premises are for rent or sale. No banners announcing a home for sale will be allowed, regardless of size. The Compliance Review Committee may cause all unauthorized signs to be removed.

5.12. Repair of Improvements. No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 5.01 above, such building or structure shall be repaired or rebuilt or shall be demolished at the sole expense of the owner of such Lot, within a reasonable amount of time.

5.13. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control. No more than a combination of any two animals (such as cats, dogs and alike) will be allowed at any one time. Furthermore, cats and dogs are not allowed to be released from ones property without being leashed or otherwise physically constrained and supervised.

5.14. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no easement, shall be conveyed or transferred by any Owner, without the prior written approval of the Compliance Review Committee, which approval must be evidenced on the official plan or other instrument creating the Subdivision, easement, or other interest. No further covenants, conditions, restrictions or easement shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Compliance Review Committee. Any covenants, conditions, restriction or easements recorded without such approval being evidenced thereon, shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Compliance Review Committee and the proposed use otherwise complies with the provisions of this Declaration. Furthermore, no lot in the Subdivision shall be used in an adjacent development.

5.15. Notice of Easements. All lots have a ten (10) foot utility easement surrounding all sides for installation of various utilities and equipment, such as water, sewer, storm drainage, telephone, power, natural gas, etc. Furthermore, any lots backing onto Traverse Ridge Road and/or Steep Mountain Road have a fifteen (15) foot easement. All easements may be utilized by the various utility companies at their discretion for placement of utilities and/or equipment.

#### ARTICLE VI – DESIGN CRITERIA

6.01. Materials; Quality. All structures constructed within the subdivision shall be of new materials (with exception of natural stone or rock) and shall be of good quality workmanship and materials. At least fifty percent (50%) of all exterior construction shall be brick or stone. No more than fifty percent (50%) stucco mix and/or new wood on the exterior is allowed. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth toned colors, shall be permitted. The main exterior color to the structure (house) must be at a minimum two shades lighter or two shades darker than existing homes immediately next door to the Lot. Architectural Grade Asphalt roofing must be of the highest grade with 25 year life and all roof colors regardless of type must be approved by the Compliance Review Committee. The typical roof pitch shall be at least 5/12. The Compliance



Review Committee may grant a variance of the roof pitch. A minimum width of six (6) inches shall be required on the fascia. All stacks and chimneys from fireplaces which combustibles other than gas are burned, shall be fitted with spark arrester. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

6.02. Restricted Materials. No aluminum, metal, vinyl or similar siding materials will be permitted, with the following exception. Aluminum and vinyl materials will only be allowed at soffit and fascia area only. Log structures are prohibited.

6.03. Fences. Chain link fence is prohibited unless it is factory color vinyl coated. Height of fence may not exceed Draper City requirements. A written exception may be given for Tennis Courts, upon request and approval of the Compliance Review Committee.

6.04. Fixtures. Roof mounted air conditioner(s), roof mounted solar panels, roof mounted satellite dish, and roof mounted antenna shall be installed so as not to be seen from the street, unless they are less than 18" in diameter and are mounted on house or otherwise as permitted pursuant to law.

6.05. Roofing Materials. Top of line of each category: Asphalt, Asphalt Laminated, Fiberglass, Wood Shake and Clay Tile. Specifications: 40 year warranty category. Proposed colors and requests for variance of roof materials must be submitted and approved by the Compliance Review Committee.

6.06. Minimum Size of Dwelling. No dwelling shall be permitted on any lot wherein the floor area of the main structure of the dwelling, exclusive of garages and open porches, is less than the following measurements: (a) For a Single Story dwelling, 2,300 square feet, not including basement area; (b) For Two Story dwelling, 1,700 square feet on the main floor and 1,300 square feet at the second floor totaling a minimum of 3,000 square feet footage for the combined two floors, not including basement; (c) For a Three Story dwelling, 1,700 square feet at the main level, 1,200 square feet at the second level and 800 square feet at the attic or within the roof area, totaling a minimum of 3,700 square feet, not including basement. Note: The Compliance Review Committee may vary these minimum requirements if for an example; rambler type home substantially exceeds the main level (minimum square foot) allowance, then the second level (minimum square foot) allowance may be reduced.

6.07. Detached Garages. Detached garages shall not exceed 1,300 square foot in size, two stories in height, nor have less than an 8/12 roof pitch. Materials shall likewise comply to 6.1 of the Design Criteria provision. Enclosed Recreational Vehicles (RV) structures shall be first approved by the Compliance Review Committee before submission to Draper City for permit. In any event, none of these structures (detached garages) cannot exceed the height of the dwelling on the same building lot.

6.08. Exterior Security Lighting. All dwellings will require at least one (1) 110 volt electric outdoor post lamp retrofitted with an 20 amp electrical outlet (weather type) at the base of each post. The post lamp will require an activating light sensor with a minimum of 75 watts of lighting by either single bulb or by multiple bulbs. Exterior garage lighting must also be sensor activated with a minimum of two bulbs. Owners are responsible for the replacement of

light bulbs. All security lighting and visibility must be maintained in good working order at all times. Failure to do so within one week of written notice, will result in the Draper Heights Homeowners Association replacing or repairing the light and property Owner will be billed accordingly.

6.09. Exterior Outlets. At least two exterior outlets (weather type) shall be located at the front and at each end of the house. These outlets must be on separate amperage breakers and may be placed within the soffit.

6.10. Exterior Hose Bibs. At least three (3): one (1) in the front; one (1) in the rear; and one (1) on the side of each dwelling.

6.11. Utility Connections. Each building lot owner will receive utilities stubbed into it within only a few feet. It will be the responsibility of each owner to complete and pay for ALL the utility connections and fees, i.e., water and sewer within his/her lot. Furthermore, the developer has chosen to stub a one inch (1") water line to your lot. The owner will be responsible for paying for the water meter, connection and related fees of same. The owner is not allowed to "reduce" the water meter in size. Owner is responsible to pay for the fees and connection of Gas (Questar Gas), Electrical (Utah Power), and Telephone (Qwest) to his/her lot. The developer will provide "stubbed" into each lot at his expense the following: Sewer, Water, Electrical, Telephone.

6.12. Lots with Swimming Pools. Lots with swimming pools must be constructed, fenced, and maintained in accordance with all state and municipal requirements.

## ARTICLE VII – ASSESSMENTS

7.01. Agreement to Pay Assessments. Each Homeowner, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to convenient and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in the Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this ARTICLE VII.

7.02. Regular Assessment. Regular Assessments shall be computed and assessed against all Homeowners in the Project as follows:

(a) Common Expense.

(1) Annual Budget. On or before the 1st day of December of each year, the Management Committee shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the irrigation system and such other common facilities or common areas as may become part of the Project. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Members in final draft on or before the 15th day of

December of each year. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(2) Basis of Annual Budget. The annual budget shall be based upon the Management Committee's advance estimates of the Association's cash requirements to provide for payment of estimated expenses, arising out of snow removal, maintenance and operation of the roadway and electronic gate system, improvement and maintenance of common areas, if any, and provision of utility services (to the extent not separately metered or billed), and any other common items to the Project.

(3) Annual Assessments. The Assessments shall be made and delivered to the Homeowners on an annual basis and may be paid as determined by the Management Committee. The dates and manner of payment shall be determined by the Management Committee. Each quarterly installment of the annual assessment shall bear interest at the rate of one and one half percent (1½%) per month, from the date it becomes due and payable, until paid. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Homeowner for such assessment.

(b) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Homeowner's assessment, the Association may levy additional assessments in accordance with any procedure selected by the Board of Trustees.

7.03. Personal Obligation of Owner. The amount of any regular or special assessment against any Homeowner shall be the personal obligation of the Homeowner to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Homeowner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of the other common areas and/or common facilities, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Homeowner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

7.04. Lien for Assessments. All sums assessed a Homeowner within the Project pursuant to the provisions of this ARTICLE VII, together with the interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this ARTICLE VII, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Homeowner, and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder for Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment.

## ARTICLE VIII – DRAPER HEIGHTS HOMEOWNERS ASSOCIATION

8.01. First Annual Meeting. The Draper Heights Homeowners Association shall be governed by a Board of Trustees (“Management Committee”) consisting of five (5) members.

8.02. Director Qualification. Only fee simple Owners within Draper Heights, shall be eligible for Management Committee membership. Those eligible must be good standing (no outstanding fees owed, no liens on property) to serve as a Management Committee member.

8.03. Vote. Each Owner in the subdivision is allowed one vote for each Lot so owned in Draper Heights Subdivision. The Association is to meet at least annually to review business that is in the common interest of the Lot owners. Only Owners in good standing (no outstanding fees owed, no liens on property) will be allowed to vote.

8.04. Committee Duties. The Management Committee of the Draper Heights Homeowners Association, in connection with the Compliance Review Committee, as set forth herein, shall be responsible for the enforcement of the provisions of this Declaration on an ongoing basis, to maintain the integrity of the property values encompassed by this Declaration, and for such other matters as shall be reasonably necessary to give effect to the purpose of this Declaration. In addition to the authority herein expressly given, the Association shall have such rights, powers, and privileges as shall be reasonably necessary to give effect to this Declaration and the ongoing enforcement thereof.

## ARTICLE IX – EASEMENTS

9.01. Drainage and Public Utility Easements. Easements for installation and maintenance of utilities and drainage facilities and other uses are reserved as shown on the Plat Map. Within these easements 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels or easements. The easement area of each of the Lots and all improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

9.02. Reservation of Easements. No Owner of a Lot shall interfere with the established points at which drainage easements enter and leave the Lot, nor the established course through the Lot.

## ARTICLE X – TERM AND AMENDMENTS

10.01. Term; Method of Termination. This Declaration shall be effective upon the date of recording hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recording. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per Lot) casting seventy-five percent (75%) of the total votes cast at an election held for such purpose, within six (6) months prior to the expiration of the initial effective period

hereof or any ten (10) year extension thereof. This Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election duly held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period of six (6) months prior to such vote, to six (6) months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Management Committee shall cause to be recorded in the Salt Lake County records a "Certificate of Termination," duly signed by a member of the Management Committee or Association as applicable, and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Management Committee and the Association shall be dissolved pursuant to the terms set forth herein.

#### ARTICLE XI – MISCELLANEOUS

11.01. Interpretation of the Covenants. Except for judicial construction, the Management Committee shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Management Committee's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration and the provisions hereof.

11.02. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

11.03. Rules and Regulations. The Management Committee shall have the right to adopt rules and regulations with respect to all aspects of the Management Committee's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

11.04. Declaration to Run with the Land. Declarant for itself, its successors and assigns, hereby declares that all of the Subdivision shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in a lot in the Subdivision.

#### ARTICLE XII – ENFORCEMENT

12.01. Failure to Comply. Any Owner's failure to comply with any of the provisions in the Declaration, the Bylaws of the Draper Heights Homeowners Association ("Bylaws"), or the rules or regulations adopted pursuant thereto shall be grounds for relief that may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The terms of the Declaration and the Bylaws shall be liberally construed to effectuate their purposes in creating conditions that are supportive of maintaining the environment and a spirit of comity among neighbors, and any violation of the Declaration or Bylaws shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any

provision hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

If, after due notice, an Owner fails to remedy a violation, the Association, through the Management Committee, may (in addition to other lawful remedies available to it) cause such violation or condition to be remedied and the cost thereof shall be charged to the Owner of the Lot, in which event such costs shall be treated as a special Assessment to such Owner and shall attach to his Lot, and shall be subject to levy, enforcement, and collection by the Management Committee or the Association in accordance with the Maintenance lien procedure provided for in ARTICLE III of this Declaration.

Each Owner specifically agrees that in the event the Association is compelled to enforce the terms hereof, in Court or otherwise, that the Owner shall pay all costs arising from his/her default or failure to abide by all of the terms and conditions imposed, including reasonable attorney's fees.

12.02. Fines. The Management Committee may assess a fine or fines against an Owner or Owners for a violation of the Association's Declaration, Bylaws, or rules and regulations. Before assessing a fine, the Management Committee shall give notice to the Owner(s) of the violation and inform the Owner(s) that a fine will be imposed if the violation is not cured within a time period determined by the Management Committee, which shall be at least forty-eight (48) hours.

Fines assessed by the Management Committee shall:

- (a) be made only for a violation of a rule or regulation that is specifically listed in the Governing Documents as an offense that is subject to a fine;
- (b) be in the amount specifically provided for in the Governing Documents for that specific type of violation, not to exceed Five Hundred Dollars (\$500.00) per month; and
- (c) accrue interest and late fees as provided in the Governing Documents.

Cumulative fines for a continuing violation may not exceed Five Hundred Dollars (\$500.00) per month.

An Owner who is assessed a fine by the Management Committee may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the Governing Documents. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

An Owner may appeal a fine assessed by the Management Committee by initiating a civil action within one hundred eighty (180) days after a hearing has been held and a final decision has been rendered by the Management Committee, or the time to request an informal hearing has expired without the Owner having properly requested a hearing.

A fine assessed under this provision that remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the non-payment of common expenses under Utah Code Ann. § 57-8-20.

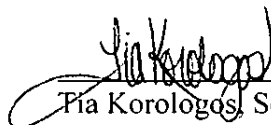
IN WITNESS WHEREOF, Declarant has hereto caused its name to be signed by the signature of its duly authorized representatives as of the day and year first herein above written.

DRAPER HEIGHTS HOMEOWNERS  
ASSOCIATION

c/o Real Property Management



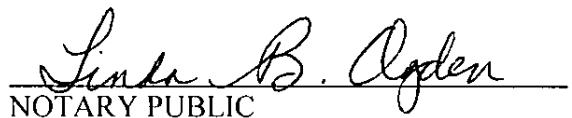
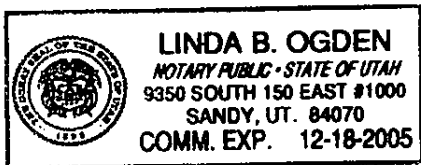
\_\_\_\_\_  
Dave Nielson, President



\_\_\_\_\_  
Tia Korologos, Secretary

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

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2005, by DAVE NIELSON, TIA KOROLOGOS for Draper Heights Homeowners Association, a Utah non-profit corporation under the laws of the State of Utah, who acknowledged to me that the foregoing instrument was signed on behalf of said corporation.



\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

Legal description of Draper Heights Subdivision

Real property located in Salt Lake County, State of Utah, more particularly described as follows

Draper Heights Subdivision, Plat D and all lots contained therein, of which plat is recorded in the Salt Lake County Recorder's Office.



## EXHIBIT "B"

Draper Heights Subdivision  
Home Owners Association Requirements:  
CCR'S EXHIBIT "A" DRAPER HEIGHTS SUBDIVISION

19446. THE LAND REFERRED TO IN THIS COMMITMENT IS LOCATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

Beginning at a point on the South Right of Way line of the Traverse Ridge Road Dedication Plat, said point being North 89 degrees 44'16" West 1340.58 feet and South 02 degrees 30'50" West 332.94 feet from the east Quarter corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian; running thence North 72 degrees 11'35" East along the said South Right of Way Line 219.643 feet to the point of curvature of a 2504.48 foot radius curve to the right; thence 275.31 feet Southeasterly along the arc of said curve through a central angle of 06 degrees 17'54", (long chord bears North 75 degrees 15'51" East 275.17 feet); thence South 11 degrees 23'14" East 55.27 feet; thence North 73 degrees 26'08" East 42.93 feet; thence South 79 degrees 33'53" East 140.44 feet to a point on a 407.03 foot radius nontangent curve to the left; thence 83.33 feet Northeasterly along the arc of said curve through a central angle of 11 degrees 43'49" (long chord bears North 03 degrees 37'47" East 83.19 feet) to a point on a 15.00 foot radius compound curve to the left; thence 22.15 feet Northwesterly along the arc of said curve through a central angle of 95 degrees 12'34" (long chord bears North 49 degrees 50'25" West 22.16 feet) to a point on a 2504.48 foot radius nontangent curve to the right on the South Right of Way Line of the Traverse Ridge Road Dedication Plat; thence 336.83 feet Northeasterly along the arc of said curve through a central angle of 07 degrees 42'42" (long chord bears North 86 degrees 24'40" East 336.84 feet) to the point of tangency of said curve and the East end of the Traverse Ridge Road Dedication Plat; thence South 89 degrees 43'59" East 738.13 feet along the proposed Traverse Ridge Road Dedication Plat to the point of curvature of a 806.83 foot radius curve to the right; thence Southeasterly 491.02 feet along the arc of said curve through a central angle of 34 degrees 52'09" (long chord bears South 72 degrees 17'54" East 483.48 feet) to the point of tangency of said curve; thence South 54 degrees 51'50" East 506.89 feet to a point on the South Right of Way Line of the proposed Traverse Ridge Road Dedication Plat and a point on the East line of the West half of the Southwest Quarter of Section 8, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence South 01 degrees 52'17" West along the East line of the West half of the Southwest Quarter of Section 8, Township 4 South, Range 1 East, Salt Lake Base and Meridian 738.90 feet to the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 8, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 89 degrees 36'28" West 1295.94 feet to the West line of Section 8, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence South 03 degrees 08'53" West along the said West line 368.74 feet; thence South 58 degrees 26'33" West 728.44 feet; thence North 47 degrees 46'05" West 221.52 feet; thence North 74 degrees 04'54" West 266.71 feet to a point on a 564.00 foot

radius nontangent curve to the left; thence 162.929 feet Northeasterly along the arc of said curve through a central angle of 16 degrees 33'02" (long chord bears North 08 degrees 21'40" East 162.35 feet) to a point on a 15.00 foot radius compound curve to the left; thence 24.24 feet Northwesterly along the arc of said curve through a central angle of 92 degrees 36'11" (long chord bears North 46 degrees 12'57" West 21.69 feet); thence North 02 degrees 03'23" West 60.00 feet to a point on a 15.00 foot radius curve to the left; thence 23.93 feet Northeasterly along the arc of said curve through a central angle of 91 degrees 24'43" (long chord bears North 41 degrees 46'36" East 21.47 feet) to a point on a 568.84 foot radius compound curve to the left:

thence 144.47 feet Northwesterly along the arc of said curve through a central angle of 14 degrees 33'07" (long chord bears North 10 degrees 48'54" West 144.09 feet); to a point of a 698.13 foot reverse curve to the right; thence 311.05 feet Northwesterly along the arc of said curve through a central angle of 25 degrees 31'39" (long chord bears North 05 degrees 19'38" West 308.48 feet) to a point of tangency of said curve; thence North 07 degrees 26'12" East 49.11 feet to a point of curvature of a 519.65 foot radius curve to the right; thence 197.81 feet Northeasterly along the arc of said curve through a central angle of 21 degrees 48'36" (long chord bears North 18 degrees 20'30" East 196.62 feet); thence North 60 degrees 45'12" West 243.43 feet; thence North 02 degrees 30'59" East 363.22 feet to the point of beginning.

**EXHIBIT "C"**  
**LOT PARCEL NUMBERS**

RXLP DRAPER HGHTS B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
L			1	34-07-427-023-0000	NO
L			2	34-07-427-022-0000	NO
L			3	34-07-427-021-0000	NO
L			4	34-07-427-020-0000	NO
L			5	34-07-427-019-0000	NO
L			6	34-07-427-013-0000	NO
L			7	34-07-427-014-0000	NO
L			8	34-07-427-015-0000	NO
L			9	34-07-427-016-0000	NO
L			10	34-07-427-017-0000	NO
L			11	34-07-427-018-0000	NO
L			12	34-07-429-017-0000	NO
L			13	34-07-429-016-0000	NO
L			14	34-07-429-015-0000	NO
L			15	34-07-429-014-0000	NO
L			16	34-07-429-013-0000	NO
L			17	34-07-429-012-0000	VTR
L			17	34-07-429-019-0000	NO
L			18	34-07-429-011-0000	VTR

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP DRAPER HGHTS				BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL	NUMBER	OBSOLETE?
		L	18	34-07-429-011-0000		VTR
		L	18	34-07-429-018-0000		NO
		L	18	34-07-429-019-0000		NO
		L	19	34-07-429-010-0000		NO
		L	20	34-07-429-009-0000		NO
		L	21	34-07-429-008-0000		NO
		L	22	34-07-429-007-0000		NO
		L	23	34-07-429-001-0000		NO
		L	24	34-07-429-002-0000		NO
		L	25	34-07-429-003-0000		NO
		L	26	34-07-429-004-0000		NO
		L	27	34-07-429-005-0000		NO
		L	28	34-07-429-006-0000		NO
		L	29	34-08-301-002-0000		NO
		L	30	34-08-301-003-0000		NO
		L	31	34-08-301-004-0000		NO
		L	32	34-08-301-005-0000		NO
		L	33	34-08-301-006-0000		NO
		L	34	34-08-301-007-0000		NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP DRAPER HGHTS  
B FLG      BLK/BLDG

IND FLG      LOT/QUAR

BLK, LOT-QUAR  
PARCEL      NUMBER

OBSOLETE?

L	34	34-08-301-007-0000	NO
L	35	34-08-301-008-0000	NO
L	36	34-08-301-009-0000	NO
L	37	34-08-301-010-0000	NO
L	38	34-08-301-011-0000	NO
L	39	34-08-301-012-0000	NO
L	40	34-08-303-013-0000	NO
L	41	34-08-303-012-0000	NO
L	42	34-08-303-011-0000	NO
L	43	34-08-303-010-0000	NO
L	44	34-08-303-009-0000	NO
L	45	34-08-303-008-0000	NO
L	46	34-08-303-007-0000	NO
L	47	34-08-303-006-0000	NO
L	48	34-08-303-005-0000	NO
L	49	34-08-303-004-0000	NO
L	50	34-08-303-003-0000	NO
L	51	34-08-303-002-0000	NO
L	52	34-08-303-001-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP DRAPER HGHTS				BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL	NUMBER	OBSOLETE?
		L	52	34-08-303-001-0000		NO
		L	53	34-07-477-020-0000		NO
		L	54	34-07-477-019-0000		NO
		L	55	34-07-477-018-0000		NO
		L	56	34-07-477-017-0000		NO
		L	57	34-07-477-016-0000		YES
		L	57	34-07-477-021-0000		NO
		L	57	34-07-477-022-0000		NO
		L	58	34-07-477-015-0000		NO
		L	59	34-07-477-014-0000		NO
		L	60	34-07-477-013-0000		NO
		L	61	34-07-477-012-0000		NO
		L	62	34-07-477-011-0000		NO
		L	63	34-07-477-010-0000		NO
		L	64	34-07-430-004-0000		NO
		L	65	34-07-430-003-0000		NO
		L	66	34-07-430-002-0000		YES
		L	66	34-07-430-014-0000		NO
		L	67	34-07-430-001-0000		YES

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP DRAPER HGHTS				BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL	NUMBER	OBSOLETE?
		L	67	34-07-430-001-0000		YES
		L	67	34-07-430-014-0000		NO
		L	68	34-07-430-005-0000		NO
		L	69	34-07-430-006-0000		NO
		L	70	34-07-430-007-0000		NO
		L	71	34-07-430-008-0000		NO
		L	72	34-07-430-009-0000		NO
		L	73	34-07-430-013-0000		NO
		L	74	34-07-430-012-0000		NO
		L	75	34-07-430-011-0000		NO
		L	76	34-07-430-010-0000		NO
		L	77	34-07-428-002-0000		NO
		L	78	34-07-428-003-0000		NO
		L	79	34-07-428-004-0000		NO
		L	80	34-07-428-005-0000		NO
		L	81	34-07-428-006-0000		NO
		L	82	34-07-428-007-0000		NO
		L	83	34-07-428-008-0000		NO
		L	84	34-07-428-009-0000		NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS



RXLP DRAPER HGHTS					BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL	NUMBER	OBSOLETE?
		L	84	34-07-428-009-0000		NO
		L	85	34-08-302-001-0000		NO
		L	86	34-07-428-027-0000		NO
		L	86	34-08-302-002-0000		YES
		L	87	34-08-302-003-0000		NO
		L	88	34-08-302-004-0000		NO
		L	89	34-08-302-005-0000		NO
		L	90	34-08-302-006-0000		NO
		L	91	34-08-302-007-0000		NO
		L	92	34-08-302-008-0000		NO
		L	93	34-08-302-009-0000		NO
		L	94	34-08-302-010-0000		NO
		L	95	34-08-302-011-0000		NO
		L	96	34-08-302-012-0000		NO
		L	97	34-08-302-013-0000		NO
		L	98	34-08-302-014-0000		NO
		L	99	34-08-302-015-0000		YES
		L	99	34-08-302-029-0000		NO
		L	99	34-08-302-030-0000		NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP DRAPER HGHTS B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	99	34-08-302-015-0000	<b>YES</b>
		L	99	34-08-302-029-0000	<b>NO</b>
		L	99	34-08-302-030-0000	<b>NO</b>
		L	100	34-08-302-016-0000	<b>NO</b>
		L	101	34-08-302-017-0000	<b>NO</b>
		L	102	34-08-302-018-0000	<b>NO</b>
		L	103	34-08-302-019-0000	<b>NO</b>
		L	104	34-08-302-028-0000	<b>NO</b>
		L	105	34-08-302-027-0000	<b>NO</b>
		L	106	34-08-302-026-0000	<b>NO</b>
		L	107	34-08-302-025-0000	<b>NO</b>
		L	108	34-08-302-024-0000	<b>NO</b>
		L	109	34-08-302-023-0000	<b>NO</b>
		L	110	34-08-302-022-0000	<b>NO</b>
		L	111	34-08-302-021-0000	<b>NO</b>
		L	112	34-08-302-020-0000	<b>NO</b>
		L	113	34-07-428-020-0000	<b>NO</b>
		L	114	34-07-428-019-0000	<b>NO</b>
		L	115	34-07-428-018-0000	<b>NO</b>

RXLP DRAPER HGHTS		BLK, LOT-QUAR			OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	99	34-08-302-015-0000	YES
		L	99	34-08-302-029-0000	NO
		L	99	34-08-302-030-0000	NO
		L	100	34-08-302-016-0000	NO
		L	101	34-08-302-017-0000	NO
		L	102	34-08-302-018-0000	NO
		L	103	34-08-302-019-0000	NO
		L	104	34-08-302-028-0000	NO
		L	105	34-08-302-027-0000	NO
		L	106	34-08-302-026-0000	NO
		L	107	34-08-302-025-0000	NO
		L	108	34-08-302-024-0000	NO
		L	109	34-08-302-023-0000	NO
		L	110	34-08-302-022-0000	NO
		L	111	34-08-302-021-0000	NO
		L	112	34-08-302-020-0000	NO
		L	113	34-07-428-020-0000	NO
		L	114	34-07-428-019-0000	NO
		L	115	34-07-428-018-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP DRAPER HGHTS				BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL	NUMBER	OBSOLETE?
		L	115	34-07-428-018-0000		NO
		L	116	34-07-428-017-0000		NO
		L	117	34-07-428-016-0000		NO
		L	118	34-07-428-015-0000		YES
		L	118	34-07-428-026-0000		NO
		L	118	34-07-428-027-0000		NO
		L	119	34-07-428-014-0000		NO
		L	120	34-07-428-013-0000		YES
		L	120	34-07-428-023-0000		NO
		L	120	34-07-428-025-0000		NO
		L	121	34-07-428-012-0000		YES
		L	121	34-07-428-021-0000		YES
		L	121	34-07-428-022-0000		YES
		L	121	34-07-428-023-0000		NO
		L	121	34-07-428-024-0000		NO
		L	122	34-07-428-011-0000		NO
		L	123	34-07-428-010-0000		NO
		L	BASIN	34-08-301-001-0000		NO
		L	ACCESS	34-08-303-014-0000		NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS