

When recorded mail to:
Don Mecham
PO Box 927
Salem, Utah 84653

ENT 95842:2005 PG 1 of 17
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Aug 30 9:14 am FEE 84.00 BY SB
RECORDED FOR CENTURY TITLE COMPANY
ELECTRONICALLY RECORDED

**DECLARATION OF PROTECTION COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING
THOUSAND OAKS AT WOODLAND HILLS, PLAT "C"**

KNOW ALL MEN BY THESE PRESENTS:

That Thousand Oaks at Woodland Hills, located in Woodland Hills, wherein Don Mecham aka Donald K. Mecham and Cindy Mecham aka Cynthia Rae Mecham, Thousand Oaks Managers, LLC, a limited liability company, Tokyo Investors Group, L.C., Budge Capital Company, LLC, John L. Mecham and Michael G. Maynes and Melanie G. Maynes, husband and wife as joint tenants are owners ("Owners") and Grizzly Mountain Development, LLC, a limited liability company, is developer ("Developer") of the following described property located in Woodland Hills City, County of Utah, State of Utah (the "Property"):

See the attached Exhibit "A", which is made a part hereof by reference.

That it is the Developer's and Owner's desire to restrict the use of the Property and for this purpose executes these covenants and building restrictions:

That the Property covered by said covenants has been platted and is designated and known as Thousand Oaks at Woodland Hills, Plat "C" (the "Subdivision"), that a plat thereof was accepted by Woodland Hills City Council and has been recorded in the office of the County Recorder of Utah County. It is hereby given notice that Thousand Oaks at Woodland Hills Plat "C" will contain 40 building lots as a portion of the overall Master Planned Thousand Oaks development which contains up to 198 lots.

NOW THEREFORE, all of the lots shown on the Subdivision plat of Thousand Oaks at Woodland Hills, Plat "C" are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth, and all persons and corporations who hereafter own or have any interest in any lot in said Subdivision shall take and hold the same subject to the agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty (20) years from the date of recording; provided, however, that said restrictions and covenants shall be renewed and automatically continue thereafter for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

1. DWELLING QUALITY AND SIZE:

- 1.1 All of the lots shown on said Subdivision plat shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two stories in height, in addition to a basement and private garage for not less than two (2) cars. Carports will not be allowed.

1.2 Dwelling sizes, exclusive of open porches, garages, decks, overhangs shall be not less than the following:

Lot #	Single Story Dwelling	Two Story	Dwelling
		Main Level	Upper Level
76	2000	2000	1100
77	2000	2000	1100
78	2000	2000	1100
79	2000	2000	1100
80	2000	2000	1100
81	2000	2000	1100
82	2000	2000	1100
83	2000	2000	1100
84	2000	2000	1100
85	2000	2000	1100
86	2000	2000	1100
87	2000	2000	1100
89	2000	2000	1100
90	2000	2000	1100
91	2000	2000	1100
92	2000	2000	1100
93	2000	2000	1100
94	2000	2000	1100
95	2000	2000	1100
96	2000	2000	1100
97	2000	2000	1100
98	2000	2000	1100
99	2000	2000	1100
100	2000	2000	1100
101	2000	2000	1100
102	2000	2000	1100
103	2000	2000	1100
64	2500	2250	1200
65	2500	2250	1200
66	2500	2250	1200
67	2500	2250	1200
68	2500	2250	1200
69	2500	2250	1200
70	2500	2250	1200
71	2500	2250	1200
72	2500	2250	1200
73	2500	2250	1200

74	2500	2250	1200
75	2500	2250	1200
104	2500	2250	1200

- 1.3 Four (4) Level Splits and Split Entry's (Bi-levels), will not be permitted in the Subdivision unless approved in advance by the Architectural Control Committee and by the Woodland Hills Property Owners Association.
- 1.4 All roofs must have a minimum of a 5/12 pitch roof, unless approved in advance by the Architectural Control Committee.
- 1.5 Log homes will not be allowed unless approved in advance by the Architectural Control Committee. In addition to the provisions of these CC & R's, the Woodland Hills Property Owners Association and Woodland Hills City ordinances and standards, the applicant must submit the following information concerning the proposed log home:
 - a) Proposed stain color and protective coating;
 - b) A written schedule of maintenance required in order to maintain the integrity and look of the log home; and
 - c) A signed statement from the applicant acknowledging and stating compliance to the written schedule of maintenance.
- 1.6 OTHER STYLES OF HOMES: No modular homes, round homes, octagon homes, prefab homes, or pre-built homes, all-wood homes, all aluminum homes, mobile homes, steel homes, concrete homes or any other type of homes of this nature shall be built or erected in this Subdivision. No solar homes can be built unless approved by the Architectural Control Committee and the Woodland Hills Property Owners Association.
- 1.7 All structures shall require the exterior surface to be brick, stone or stucco surfacing on the front elevation, back and side elevations of the structure unless prior approval is obtained from the architectural committee.
- 1.8 Any deviation from or modification of this Article 1 shall be by way of unanimous consent of the Developer and the architectural Control Committee, a body of property owners in the Subdivision, duly nominated and elected to serve as further set forth herein (hereafter, the "Committee"-see Article 6).

2. **SPECIFICATIONS:**

- 2.1 To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and must be approved by the Committee in advance of the commencement of construction. Designs must all be approved by the Committee.

- 2.2 Easements for installation and maintenance of utilities and grading slopes are reserved as noted on the recorded map. Within these easements no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or slopes. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible.
- 2.3 All Setbacks shall conform to Woodland Hills City ordinances and the final subdivision plat.
- 2.4 All plans and specifications for any structure or improvement whatsoever to be erected on or moved onto any lot, and the purposes located on the lot or lots, the construction material, the roofs, driveways, and exterior color schemes, and later changes or additions after initial approval has been given thereof, and remodeling reconstruction, and alterations thereto on any lot shall be subject to and shall require the approval of the Committee in writing before any work is commenced. Two (2) complete sets of plans and specifications shall be delivered to the Committee together with proof of approval from governmental agencies involved for any and all proposed improvements. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof.

- 2.4.1 If plans are submitted, the Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof; the plans and specifications shall be deemed approved should the Committee fail to respond within said fifteen (15) day period. One (1) set of said plans and specifications with the Committee's approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of this Declaration; or if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; or if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any one of the property owners of the Subdivision. The decision of the Committee shall be final, subject to veto by a two-thirds vote of all the property owners, based on one vote per platted and recorded lot.
- 2.4.2 The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

2.4.3 No improvements shall be built unless they conform with all laws, ordinances, and requirements of the Federal, State and local governing authorities.

3. **CONSTRUCTION AND MAINTENANCE:**

- 3.1 All builders are required to use a dumpster or trash trailer in which to place all refuse. Said dumpster must be on site at the beginning of the framing process and a \$500 deposit must be made to the Committee against the final cleanup process. If a contractor does not clean up all refuse within one week after the occupancy permit, then the deposit will be used for that purpose. Additional costs will be billed to said contractor(s). Said funds will be released after issuance of occupancy permit. In addition, during the course of construction, all dumpsters and trash trailers must be promptly emptied as necessary. All refuse, dumpsters, trailers, etc. must be placed within the lot boundaries so as to not disturb or encroach within the City road right-of-way.
- 3.2 Sanitary facilities are to be provided on each lot throughout the construction process.
- 3.3 Each lot shall provide a suitable wash out area for use by concrete trucks. No excess concrete or concrete truck wash out shall be placed on the lot surface, adjacent properties or within the road right-of-way.
- 3.4 All roadways must be kept clear of construction equipment, building materials, refuse and mud. Periodic sweeping or cleaning of the roadway may be necessary during the construction process.
- 3.5 All lots will be provided with a minimum of one driveway access. If additional accesses are desired, the owner must apply and meet all criteria for driveway access approval as set forth by Woodland Hills City Ordinances and Standards. In addition, the driveway must be constructed according to the standards set by the Committee, which include at a minimum: asphalt paving from one containment curb to the property line, 20' radius returns, screened culvert sized by the City Engineer, reconstruction of the rock lined ditch, re-vegetation of disturbed areas and other criteria as determined by the Committee.
- 3.6 All lots will be provided with a dry sanitary sewer lateral located at the downhill side of the initial driveway access or as shown on the development construction drawings. In conjunction with the installation of a septic system, the dry sanitary sewer lateral is to be extended to the proposed dwelling parallel to the discharge line to the septic system. The dry sanitary sewer lateral is to terminate adjacent to the discharge line to the septic system and within a connection box or depression located within a utility room or other appropriate location within the dwelling. At such time that sanitary sewer is available, the discharge line must be switched from the septic system to the sanitary sewer lateral and all necessary provisions made for the abandonment of the septic system.
- 3.7 No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.

- 3.8 Unless otherwise approved in writing by the Committee, construction of the primary dwelling must be completed, construction materials and equipment removed, and the ground graded within twelve (12) months from the time ground is broken for the structure.
- 3.9 All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such a manner as not to detract from the Subdivision as a whole. Roads, trails, shoulders, curbs, and rock ditches must be kept clean, unobstructed and in good repair. Any disturbance of the improvements within the road right-of-way must be repaired or replaced to Woodland Hills City Standards prior to occupancy.
- 3.10 No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the street or between the curb and the property lines. Any disturbance of the improvements, caused either by the owner or contractor, shall be cleaned and repaired by the owner or contractor, prior to occupancy.
- 3.11 Landscaping, including grass and some shrubs, must be completed within eighteen (18) months from when the first ground is broken for the structure.
- 3.12 All roofs must be of either metal, slate, concrete tile, or architectural asphalt (30 year minimum).
- 3.13 All lots shall provide a suitable location for an address marker. The marker must be consistent with the Subdivision theme as provided by the Developer.
- 3.14 As described in the attached letter from Intermountain GeoEnvironmental Services, Inc. (IGES), potential geologic hazard areas may be found within the Thousand Oaks Development. Individual site assessments will be conducted by the Woodland Hills Building Inspector and Engineer at the time of building excavation. If necessary, site-specific mitigation may be required.

4. **RESTRICTIONS ON USES:**

- 4.1 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 4.2 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
- 4.3 The keeping of animals is to be governed by the ordinances of Woodland Hills City. In addition, animals must not be kept or maintained for any commercial purpose, and provided that all pets kept outside must be restrained in a human and sanitary manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less

than twenty (20) feet from any neighboring dwelling. No pets may be kept in unreasonable numbers, and the Committee may establish rules and restrictions from time to time concerning specific breeds or types of dogs or animals.

- 4.4 No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes or other similar vehicles, shall be parked or stored on a public street or right-of-way overnight. The intent of this provision is to keep the roadways open for daily traffic, and to avoid the unsafe and unsightly conditions of vehicles parked on the street for long periods of time. The Committee may enforce this provision by first giving notice to the owner of the violation (or where the owner is not readily available or ascertainable, by giving notice in question), and subsequently by causing the vehicle(s) or equipment parked on the street in violation of this provision be towed away, at the owner's expense. No vehicles or equipment may be kept or stored on any lot unless stored in a garage or on a parking stall (pad) which meets Woodland Hills City requirements.
- 4.5 Fences. All fences are to be reviewed and approved by the Committee prior to construction. No chain link or solid vinyl fencing will be allowed.
- 4.6 Swamp coolers will be allowed, however, all coolers must be placed on the back side of the roof so that no part of the cooler can be seen from the front street location.
- 4.7 No radio or short wave antennas will be allowed. All T.V. antennas must be placed on the back or side of the roof so that no part of the antenna can be seen from the front street location. Satellite antenna systems (disks) can not be placed or installed in the front or side yards. The disk must be sight obscured from the front street location.
- 4.8 No commercial activity of a permanent nature may be conducted within the Subdivision without the express written consent of the Committee. The standard by which the Committee shall judge in connection with such request shall be based in part on avoidance of the generation of business traffic into the Subdivision and the unobtrusive nature of the proposed activity vis a vis the other property owners.
- 4.9 Not more than one (1) family unit will be maintained on each lot within the Subdivision; notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner or as a pre-approved guest house.

5. **ENFORCEMENT RIGHT:**

- 5.1 If any owner of a lot in the Subdivision, or the owner's heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning a lot in the Subdivision may prosecute any proceeding at a law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from so doing and to recover damages caused by such violations, together with attorney's fees and costs of court.

6. **ARCHITECTURAL CONTROL COMMITTEE:**

- 6.1 The initial Committee is composed of:
 - Donald K. Mecham, President
 - Cindy Mecham, Vice-President
 - Dave Priest, Realtor
- 6.2 When a minimum of five (5) lots within the Subdivision have been sold by the Developer, the structure of the Committee will be enlarged to include not less than three (3) nor more than five (5) duly elected property owners.
- 6.3 Members of the Committee shall be elected to one year terms at the annual meeting of the property owners in the Thousand Oaks Subdivision, on a one vote/recorded lot basis. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the Committee may be removed and replaced upon a 2/3rds vote of the property owners.
- 6.4 So long as the Committee members carry out their responsibilities hereunder in a reasonable manner, they shall incur no liability costs or expenses arising out of the claims of any property owner(s).
- 6.5 Membership in the Committee shall be limited to property owners only, as long as at least three property owners consent to serve. In the event the property owners cannot fill at least three seats on the Committee, any property owner may nominate a non-property owner in the Subdivision and such individual(s) may be voted upon for membership on the Committee.

7. **GENERAL PROVISIONS:**

- 7.1 Except as otherwise provided, this Declaration can be amended at any time by a written instrument executed in recordable form by not less than three-fourths (3/4ths) of the property owners within the Subdivision.
- 7.2 These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. (Extension provisions cited in preamble).

8. **WOODLAND HILLS CITY AUTHORITY:**

- 8.1 These Covenants, Conditions and Restrictions are intended to act in addition to the existing or future zoning or subdivision requirements of Woodland Hills City. No statement within this document is intended to circumvent any Woodland Hills City requirements. Although an approval letter from the Architectural Control Committee is required with a building permit application, issuance of building permits is solely controlled by Woodland Hills City.
- 8.2 These Covenants, Conditions and Restrictions are intended to act in addition to the existing Covenants, Conditions, and Restrictions already in effect with the Woodland Hills Property Owners Association. No statement within this document is intended to

circumvent any requirements of the existing Woodland Hills Property Owners Association.

8.2.1 All owners within Thousand Oaks at Woodland Hills Plat "C" must be members of the Woodland Hills Property Owners Association in perpetuity regardless of the status of these covenants, conditions, and restrictions.

IN WITNESS WHEREOF, Developer has executed this Declaration on the 9 day of August, 2005.

THOUSAND OAKS AT WOODLAND HILLS, PLAT "C"
By Grizzly Mountain Development, LLC

By: Donald K. Mecham
Donald K. Mecham, President

Don Mecham
Don Mecham aka Donald K. Mecham

Cindy Mecham
Cindy Mecham aka Cynthia Rae Mecham

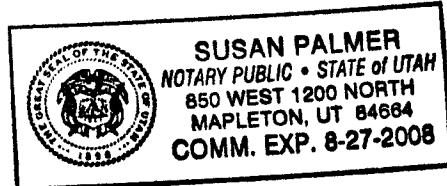
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this 23 day August, 2005.

Susan Palmer
Notary Public

Commission Expires: 8/27/05

Residing at: Mapleton, Utah



The undersigned does hereby agree to and accept the foregoing Declaration of Protection Covenants, Conditions and Restrictions affecting Thousand Oaks at Woodland Hills, Plat "C".

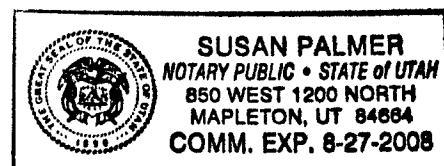
Tokyo Investors Group, LC

Lee A. Daniels
By: Lee A. Daniels, soul manager

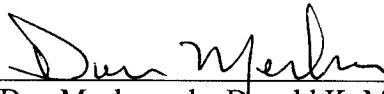
State of Utah)
:ss
County of Utah)

On the 9 day of August, 2005 personally appeared before me, Lee A. Daniels as soul manager of Tokyo Investors Group, LC, the signer of the within instrument who duly acknowledged to me that he executed the same for and in behalf of said limited liability company.

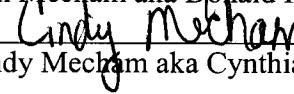
Susan Palmer
Notary Public



The undersigned does hereby agree to and accept the foregoing Declaration of Protection Covenants, Conditions and Restrictions affecting Thousand Oaks at Woodland Hills, Plat "C".



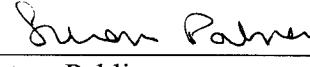
Don Mecham aka Donald K. Mecham



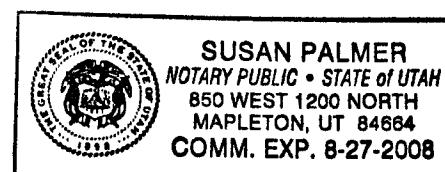
Cindy Mecham aka Cynthia Rae Mecham

State of Utah)
:ss
County of Utah)

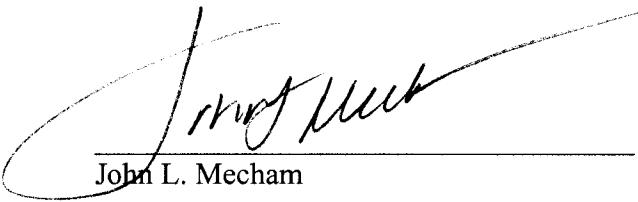
On the 23 day of August, 2005 personally appeared before me, Don Mecham aka Donald K. Mecham and Cindy Mecham aka Cynthia Rae Mecham, the signers of the within instrument who duly acknowledged to me that they executed the same.



Susan Palmer
Notary Public



The undersigned does hereby agree to and accept the foregoing Declaration of Protection Covenants, Conditions and Restrictions affecting Thousand Oaks at Woodland Hills, Plat "C".



John L. Mecham

State of Utah

:ss

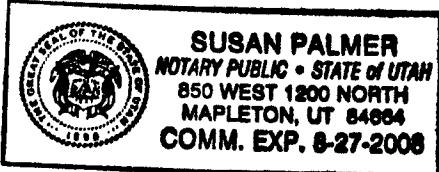
County of Utah)

On the 23 day of August, 2005 personally appeared before me, John L. Mecham, the signer of the within instrument who duly acknowledged to me that they executed the same.



Susan Palmer

Notary Public



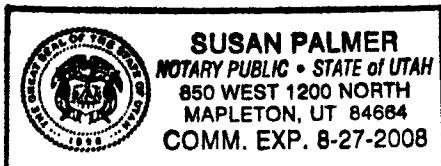
The undersigned does hereby agree and accept the foregoing Declaration of Protective Covenants, Restrictions and Conditions affecting Thousand Oaks at Woodland Hills, Plat "C".

Budge Capital Company, LLC

Lori Budge
By: Lori Budge, manager

State of Utah)
:ss
County of Utah)

On the 29 day of July, 2005 personally appeared before me Lori Budge, as manager of Budge Capital Company, LLC, a limited liability company, the signer of the within instrument who duly acknowledged to me that he executed the same for and in behalf of the said limited liability company.



Susan Palmer
Notary Public

The undersigned does hereby agree to and accept the foregoing Declaration of Protection Covenants, Conditions and Restrictions affecting Thousand Oaks at Woodland Hills, Plat "C".

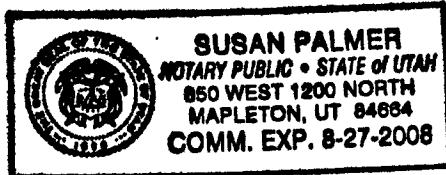
Thousand Oaks Managers, LLC, a Utah
Limited liability company

By: Milton P. Shipp, manager

State of Utah)
County of Utah)

On the 4 day of August, 2005 personally appeared before me, Milton P. Shipp, as manager of Thousand Oaks Managers, LLC, a Utah limited liability company, the signers of the within instrument who duly acknowledged to me that they executed the same.

Notary Public

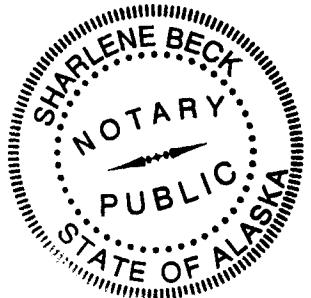


The undersigned does hereby agree to and accept the foregoing Declaration of Protection Covenants, Conditions and Restrictions affecting Thousand Oaks at Woodland Hills, Plat "C".

State of *Alaska*)
County of h)
ss

McMaynes
Michael G. Maynes
Melanie Maynes
Melanie G. Maynes

On the 9th day of August, 2005 personally appeared before me, Michael G. Maynes and Melanie G. Maynes, the signers of the within instrument who duly acknowledged to me that they executed the same.



Notary Public

expires Sept 11 2008

Exhibit "A"

Lots 64 through 106, Plat "C", Thousand Oaks at Woodland Hills Subdivision, Woodland Hills, Utah, according to the official plat thereof on file and of record in the office of the Recorder, Utah County, Utah. (53:331:0064- 106)