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DECLARATION OF COVENANTS.

CONDITIONS AND RESTRICTIONS

FOR

THE COVE AT HERRIMAN SPRINGS

a Residential Community in Herriman, Utah

THE COVE AT HERRIMAN SPRINGS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVE AT HERRIMAN SPRINGS is made this ____ day of April, 2005, by Herriman Springs Developers, LLC, a Utah limited liability company (the "Declarant").

Recitals:

A. Declarant is the Owner of certain real property located in Salt Lake County, Utah, more particularly described on Exhibit A to this Declaration, which real property shall be the initial Covered Property under this Declaration. Declarant has recorded three subdivision plats with regard to the real property described in Exhibit "A", which plats subdivided said real property as indicated thereon and are entitled "The Cove at Herriman Springs, Phase 1", "The Cove at Herriman Springs, Phase 2", and "The Cove at Herriman Springs, Phase 3", and recorded on April 27, 2005 as Entry Numbers 9359526, 9359527 and 9359528, in the office of the Salt Lake County Recorder. Declarant may from time to time by recorded instrument, annex additional property which is adjacent to the Covered Property to this Declaration, in which case the additional property shall become a part of the "Covered Property". This Declaration is being imposed upon the Covered Property.

B. Declarant intends to develop a residential subdivision on the Covered Property and convey all of the lots therein subject to a general plan of development and to the covenants, conditions and restrictions set forth in this Declaration.

NOW THEREFORE, Declarant declares as follows:

All lots within the Covered Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a general plan of development, to protect and enhance the property values and aesthetic values of the Covered Property. The covenants, conditions and restrictions contained herein are intended to and shall run with the title of the land, and be binding upon the successors, assigns, heirs, and any other person holding any ownership or possessory interest in the Covered Property, and shall inure to the benefit of all other lots in the Covered Property.

The covenants, conditions, and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant or by any Owner, as hereinafter defined. Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of the Improvements, as hereinafter defined; (2) Use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) Installation and maintenance of signs incidental to sales or construction, subject to applicable laws and ordinances; (4) Assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes on the Covered

Property; and (5) Addition of additional adjacent real property as Covered Property under this Declaration.

Notwithstanding any applicable theory relating to a mortgage, deed of trust or similar instrument, the term Lot Owner, Owner, or Owners shall not mean or include the mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

ARTICLE I DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

"Association" shall mean and refer to The Cove at Herriman Springs Owners Association, a Utah non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers.

"City" shall mean the city of Herriman, Utah and its appropriate departments, officials and boards.

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

"Covered Property" shall have the meaning set forth in the recitals.

"Declarant" shall mean Herriman Springs Developers, LLC, a Utah limited liability company, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot recorded in the records of the Salt Lake County Recorder's Office, having priority of record over all other recorded liens except those governmental liens made superior by statute.

"First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

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

"Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Covered Property.

"Maintenance Area" shall mean the entryways to the Covered Property and signage thereon, landscaped stripgrading situated upon any public right-of-way bordering the boundaries of the Covered Property, landscaped areas and park areas within the Covered Property, but not part of any particular Lot, signs, recreational facilities, including a clubhouse and ancillary facilities, parking facilities, Paths, playground facilities, and the fences and walls constructed on the boundary lines of the Covered Property. The Maintenance Area is owned separately by the Association.

"Member" shall mean and refer to each Owner of a Lot that is subject to assessment hereunder and Declarant. Membership in the Association shall be appurtenant to and may not be separated from, ownership of a Lot.

"Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

"Paths" shall mean the paths established for walking and bicycle travel which are shown on the Plat.

"Plat" shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

"Subdivision Improvements" shall mean all improvements and facilities to be installed outside of the boundaries of Lots or within easements for Paths, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of subdivision of the Covered Property.

ARTICLE II RESTRICTIONS ON ALL LOTS

2.1 Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, and no Lot may be occupied or used in a manner that is in violation of any such ordinance or Code.

2.2 Business or Commercial Uses. No portion of the Covered Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling. No home occupation will be permitted which requires or encourages clients, customers, patients or others to come to a Dwelling to conduct business, or which requires any employees outside of the Owner's immediate family or household.

2.3 Restriction on Signs. No signs will be permitted on any Lot within the Covered Property, except for (a) traffic control signs placed by the City, temporary signs warning of some immediate danger, (b) signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction, (c) signs indicating the Lot is for sale, which sign must be placed in accordance with City sign regulations and shall not exceed nine square feet in size, and (d) signs stating the address or the name of the owner of a Lot, subject to the consent of the Committee. Notwithstanding the foregoing.

the Declarant may erect and maintain a sign at the entrance to the Covered Property for a period of no more than five years after the recordation of the last Plat within the Covered Property announcing the availability of Lots and giving sales information.

2.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

2.5 Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on a Lot.

2.6 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except: Dogs, cats or 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 control; provided further that no more than two such household pets of over six months of age shall be kept on any Lot. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the Lot. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

2.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Covered Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

2.8 Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

2.9 Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

2.10 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

2.11 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks other than in connection with celebration of the 4th of July and 24th of July holidays, and setting open fires (other than properly supervised and contained barbecues).

- 2.12 Exterior Lighting. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This restriction shall not prevent street lighting maintained by the City a front yard post light or lighting installed on top of a mail box structure.
- 2.13 Annoying Sounds. No speakers, wind-bells, wind chimes, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.
- 2.14 Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.
- 2.15 Transient Lodging Prohibited. Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing commercial accommodations. No lease of any Dwelling shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.
- 2.16 Re-Subdivision. No Lot may be re-subdivided without the consent of the Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwellings within the Lot.
- 2.17 Recontouring. No lot shall be recontoured, excluding grading for purposes of basement construction, without the prior written approval of the Committee. Among other matters, the Committee's approval may be conditioned on the requirement that the proposed grading conform to the general grading plan applicable to the Covered Property (the "General Grading Plan").
- 2.18 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. Each Owner shall require its builder to deliver finished grades to streets and other common water carriers, as set forth on the General Grading Plan, such as trails, paths, creeks, canals or ditches.
- 2.19 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.
- 2.20 Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.
- 2.21 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Covered Property except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

2.22 Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicles are kept from the view of the general public.

2.23 Kennels. No kennel or dog run may be placed or maintained closer than 50 feet to any Dwelling other than the Dwelling on the Lot where the kennel or dog run is maintained.

2.24 Paths. Paths are located throughout the Covered Property as marked on the Plat. Paths are available for homeowners' enjoyment by foot and bicycle. Motor vehicles are prohibited from the Paths. Parking is prohibited on the Paths. Declarant may, at its election, deed the Paths to the City, by granting an easement or by conveyance of fee ownership thereto. In any event, use of the Paths shall be subject to the limitations set forth in this Declaration.

ARTICLE III PROPERTY RIGHTS IN THE MAINTENANCE AREA

3.1 Owners' Right of Enjoyment. Subject to the provisions of this Section, every Owner shall have a nonexclusive right to enjoy and use the facilities, if any, within the Maintenance Area and such right shall be appurtenant to and shall pass with the title to every Lot.

3.2 Extent of Owners' Right. The right of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply; and

(b) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of a Member and/or the right to use any of the recreational facilities within the Maintenance Area for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

(c) The right of the Association to close or limit the use of the Maintenance Area while maintaining, repairing and making replacements in the Maintenance Area.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Maintenance Area to the members of his family, his tenants, or contract purchasers who reside on his Lot.

3.4 Use of Maintenance Area.

(a) No use shall be made of the Maintenance Area which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Maintenance Area.

(b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Maintenance Area to all Members, nor shall any Owner place any structure or fence, except those installed by Declarant or the Undersigned, whatsoever upon the Maintenance Area.

(c) The use of the Maintenance Area shall be subject to such rules and regulations as may be

adopted from time to time by the Board of Directors of the Association.

3.5 Association Ownership of Maintenance Area. The Maintenance Area is owned and controlled by the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

4.1 Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

4.2 Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 4.3 below, the Board shall be managed by at least three (3) and no more than five (5) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

4.3 Management of the Association. From the date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove any and all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the last to occur of sixty (60) days after conveyance of 75% of the Lots to Owners other than Declarant, two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or two (2) years after any right to add new Lots was last exercised. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in an instrument executed and to be recorded by Declarant, be approved by Declarant before they become effective.

4.4 Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

4.5 Association Right to Enforce Covenants. The Association shall have the right, separate and apart from any individual Owner's right, to enforce any of the covenants, conditions and restrictions contained in this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments. The annual and special assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without setoff or deduction. The lien

may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the county recorder's office in the county where the applicable Lot is located. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Utah or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by the applicable governmental entity, for the maintenance and insurance of the Maintenance Area.

5.3 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Maintenance Area or abandonment of his Lot. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. In any action brought by the Association (or counterclaim or cross claim brought by the Association) to collect assessments or to foreclose a lien for unpaid assessments, the Association shall be entitled to have a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's assessments of any kind or nature permitted hereunder.

5.4 Successor's Liability for Assessments. Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Lot shall not affect the lien for assessments, charges, costs or fees levied hereunder, except that sale or transfer of a Lot pursuant to foreclosure of a First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of Association assessments, but not the personal obligation of the Owner for the payment of assessments, which became due after the recording of the First Mortgage and prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof

except to the extent the lien of the Association has priority over the First Mortgage under Section 10 above; provided, however, that any such assessments, charges, costs or fees which are extinguished as provided herein may be reallocated and assessed to all Lots. A First Mortgagee may be personally liable for any unpaid assessments, charges, costs or fees, or portion thereof, accruing against a Lot prior to the time such First Mortgagee takes title to such Lot, but only to the extent that the lien of the Association has priority over the First Mortgage under Section 11 herein. No such sale, transfer, foreclosure or any proceeding in lieu thereof, shall relieve any Owner from liability for any assessments, charges, costs or fees, or any portion thereof, thereafter becoming due, nor such Owner's Lot from the lien for such subsequent assessments, charges, costs and fees.

5.5 Statement Regarding Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a Security Interest or its designee upon written request, delivered personally or by certified mail, first class, postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of any unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Board and every Owner. If no statement is furnished to the Owner or holder of a Security Interest or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a priority lien upon the Lot for unpaid assessments which were due as of the date of the request. "Security Interest" as used herein shall mean an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

ARTICLE VI COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

6.1 Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall be appointed by the Declarant or its successor. Following the termination of Declarant's control of the Association pursuant to Section 4.3 above, or at such earlier date as is selected by Declarant in its sole discretion, the Owners (the Owners of each Lot having one vote) shall elect the membership of the Committee. Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

6.2 Approval by Committee Required. No Improvements of any kind, including without limitation the construction of any Dwelling, garage, guest house, outbuilding, parking enclosure, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pool, outdoor hot tub or spa.

fence, wall, curb, trampoline, satellite dish or antenna, solar panel, or any other permanent or temporary structure may be constructed, erected, or installed in the Covered Property without the prior consent of the Committee. No excavation, grading, filling, draining, landscaping, shall be made without the advance written consent of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and/or a sample, including color samples; and a landscaping plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing if it determines to be unnecessary for its review. Submission of plans may be made in two parts, that is, architectural plans without landscape plans and then a separate second submission of the landscape plans. Each Owner shall submit a written cost estimate with the landscape plans. Notwithstanding any review and approval of plans by the Committee, each Owner shall be responsible for the design and placement of improvements on Lots to avoid damage from ground and drainage water, and neither the Committee nor the Developer shall have any responsibility or liability with respect thereto.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount reasonably necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. As of the date hereof, the amount of the fee is one hundred fifty dollars.

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

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

(e) Failure to Act. If the Committee has not approved or rejected any submission within 15 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

6.3 Variances. Variances to the design standards contained in this Declaration may be granted in the sole discretion of the Committee, but only if strict application of the design standards would create an unreasonable hardship to the Owner of any Lot. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations.

6.4 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

6.5 Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

6.6 Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

ARTICLE VII ARCHITECTURAL RESTRICTIONS

All Improvements on any Lot shall be subject to the following restrictions and architectural design standards:

7.1 Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars.

7.2 Guest Houses, Barns and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to the Dwelling on the Lot in style and materials, including roof material.

7.3 Dwelling Size. Dwelling size requirements are as follows:

(a) On 12,000 (approximate) square foot Lots:

(i) A Rambler, One-story home shall be not less than 1700 square feet above grade. 1600 to 1699 square foot ramblers may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1400 square feet on the main floor, and not less than 2000 square feet of finished living area. 1200 to 1399 square foot main floor living area and/or 1800 to 1999 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the homes shall be required

(B) On 15,000 (approximate) square foot Lots:

(i) A Rambler, One-story home shall be not less than 1800 square feet above grade. 1700 to 1799 square foot ramblers may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1500 square feet on the main floor, and not less than 2100 square feet of finished living area. 1300 to 1499 square foot main floor living area and/or 1900 to 2099 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the homes shall be required.

(b) On 20,000 (approximate) square foot, or larger Lots:

(i) A Rambler, One-story home shall be not less than 2000 square feet above grade. 1900 to 1999 square foot ramblers may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1700 square feet on the main floor, and not less than 2300 square feet of finished living area. 1500 to 1699 square foot main floor living area and/or 2100 to 2299 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the homes shall be required.

7.4 Additional Features. In considering an application to construct a Dwelling that is less than the stated minimums, but within the sizes for which the Committee has the discretion to accept a smaller size, the Committee may require some or any combination of the following additional design elements in granting or denying the application:

- 3 car garage
- Increased Roof Pitch:
- Roof Type:, such as 40-year Shingle, slate, tile, or shake
- Wide Over-Hangs (Porch not included)
- Full masonry
- Landscaping
- Overall architectural design

7.5 Dwelling Height and Width. No structure shall exceed two stories above the main floor or ground level for living space or be more than thirty-five feet above a point representing the average grade at the front setback line, without prior written approval of the Committee. No structure shall be more than thirty-five feet above a point representing the average grade at the front setback line, without prior written approval of the Committee. Two-story homes are discouraged on Lots 8, 9, 241-260, 311, 324-335 and 348, and the Committee shall be entitled to require enhanced design features for any two-story homes constructed on such Lots. Minimum building length on all lots shall be the lesser of 60 feet or 60% of the frontage, as measured at the setback line.

7.6 Dwelling Setback and Placement. No building shall be erected upon any residential site so that any part thereof, including eaves and overhangs, shall be:

(a) For lots 16-21, 204, 207-215, 272, 273, 301-306 and 353-357; closer than 40 feet from the rear boundary line of lots, and for any other Lot, closer than 25 feet to any rear boundary line;

(b) For all other lots, closer than 25 feet to the front boundary line of said premises which extends along a platted street in the subdivisions; and

(c) Closer than eight feet to any side boundary line. The total of both side setbacks shall be at least 20 feet in width;

In addition, the Committee shall be entitled to review and approve or disapprove the placement of Dwellings on Lots in order to allow for variations of front yard set backs.

7.7 Exterior Requirement. No structure shall be built with less than 100% of all the faces of the structure of either brick, stone or stucco or with less than 50% of the front and 25% of sides being either brick or stone unless otherwise approved by the Committee. The color of all masonry used shall be disclosed to the Committee and Owners are encouraged to submit samples. Limited siding for special trim design areas, amounting to no more than 15% of the surface of a given side of the Dwelling, may be approved by the Committee. The use of metal soffit or fascia sections is encouraged. Exposed cement foundation height shall average not more than 18" above finished grade on all sides. Wainscot is acceptable. Wood exteriors are not permitted.

7.8 Roof Design. Roof pitches must be within a range of 7/12 to a 12/12 slope. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc., as approved by the Committee. Mansard, fake mansard, A frame, gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

7.9 Windows. All windows must be at least double glazed. Any trapezoidal window must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the bottom horizontal or parallel to the roof structure below it. No mirrored or reflective glass may be used.

7.10 Chimney, Vents. Chimneys must be enclosed in an approved material. No exposed metal flues are permitted. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street.

7.11 Antennas. All antennas must be enclosed within the Dwelling. Satellite dishes shall not exceed three feet in height and must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from adjoining Lots. No satellite dishes shall be located in front or visible side yards. Solar panels will be permitted only with the consent of the Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted. No antenna of any sort which is visible from the front of neighboring properties shall be allowed.

7.12 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

7.13 Balconies and Decks. Any balcony or deck that is more than twenty-four inches above the natural

grade must be constructed in compliance with the following: All railings must have at least four horizontal members. All posts or pillars supporting any deck must be between eight and sixteen inches in width. The area under any deck must be either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished and painted or stained.

7.15 Mail Box, Address Enclosure. An enclosure containing a mail box and newspaper receptacle and street address shall be provided and installed by the builder at the time of occupancy to match Dwelling masonry exterior material. After the initial installation, individual lot owners will be responsible for replacing any damaged or missing parts of the enclosure. Said restored enclosures shall be reconstructed to duplicate the original design and construction.

7.16 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed only of concrete.

7.17 Ground Water. In the event the Declarant or any other party installs a ground water drainage system for any portion of the Covered Property, Owners shall be required to obtain the approval of the Committee prior to diverting water in to such system.

ARTICLE VIII CONSTRUCTION COVENANTS

In order to minimize the inconvenience to neighboring Owners during periods of construction within the Covered Property, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which Owner is liable.

8.1 Portable Office or Trailer. A builder or general contractor constructing a home on a Lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of: (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the Building Permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

8.2 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Covered Property. No concrete trucks may be cleaned out on the Lot or elsewhere within the Covered Property.

8.3 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is

enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

8.4 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction.

8.5 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must also comply with any sign ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

8.6 Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 AM and ending at 9:00 PM, or such lesser period as is allowed by City ordinances. The Builder is responsible for controlling noise emanating from the site.

8.7 Removal of Mud. The Builder is responsible for cleaning up and removing mud that is deposited on the roadways of the Covered Property by their construction operation at least once each week.

8.8 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the building permit. It is the obligation of the Owner to construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of six months from the date of the foundation is complete. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

ARTICLE IX LANDSCAPE STANDARDS

It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

9.1 Lawn and Landscaping Required. Front yard and visible side yard lawns are to be installed within 60 days following occupancy or, in the case of a winter occupancy that prevents the installation of landscaping, by the following April 30th. As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of a building permit, whichever first occurs, each Owner is required to fully landscape his or her Lot. The Committee shall be entitled to require an escrow deposit from the Owner in the event that the landscaping is not installed as of the date the homeowner occupies his or her Lot, in such amount and under such terms as are determined by the Committee. As of the date of recording of this Declaration, the amount of the escrow deposit shall be equal to One dollar (\$1.00) per square foot of front yard and visible side yard area. The Committee shall be entitled to change such amount from time to time as the Committee may deem appropriate. In the event the Owner or its contractor does not install the required landscaping within 60 days following occupancy or, in the case of a winter occupancy that prevents the installation of landscaping, by the following April 30th, then the

Committee shall be entitled to apply the escrow deposit toward the cost of installing such landscaping as the Committee may in its discretion determine appropriate. Neither the Committee, the Association, or any of its officers or agents shall be liable in any manner in connection with the exercise of the remedies set forth in this paragraph in the event the Owner fails to install landscaping as provided herein. The Committee shall not be required to use any of the Association's own funds for such purpose. Each Owner shall submit a written cost estimate with their landscape plan. The Owner may plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Front and visible side yard lawn areas must be provided with sod and not grown from seed or power mulching. Trees, lawns, shrubbery and other plantings provided by each lot owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same upon the request of the Committee.

9.2 Placement of Trees and Shrubs. Planting of a minimum of six trees and a minimum of 12 two-gallon shrubs in the front and/or visible side yard within each Lot is required. Conifers shall be a height of at least four feet and deciduous trees shall be at least a one and one-half inch caliper, except on the parking strip, where deciduous trees shall be at least a two-inch caliper. The planting and placement of the trees is to be accomplished in accordance with the landscape plan submitted to and approved by the Committee. The lot Owner is required to plant and maintain at least two trees in the parking strip between the back of the curb and the sidewalk in front of his or her Lot. The type and size is to be determined by the Committee. Only sod and trees will be permitted in the parking strip.

9.3 Sprinkler System. All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

9.4 Fences. Fencing shall be permitted in the Covered Property only in accordance with applicable City ordinances and must be decorative in nature. No fences may be constructed without the prior approval of the Committee, which may include in its approval criteria considerations of style, material, height, and effect on neighboring properties. Fencing of front yards shall not be permitted; side yards may be fenced up to a point which is no closer than the midpoint of the length of the Dwelling from the street upon which the Dwelling is located. Barb wire and field fence on posts are prohibited. No chain link is permitted as cross-fencing or in back and side yards where it is visible from roads. The Committee may approve wood fences, provided provisions for proper maintenance of such fences are made.

9.5 Fires. No exterior fires whatsoever, except barbecue fires contained in receptacles provided therefor, shall be allowed.

9.6 Compaction. Each Owner shall be responsible to ensure a minimum of 95% compaction of soil and fill materials under all footings, structural, and flat concrete areas and to ensure a minimum compaction of 90% under all lawn and landscaped areas.

ARTICLE X OWNERS' MAINTENANCE OBLIGATIONS

10.1 Duty to Maintain. The Owner of each Lot shall maintain his or her Lot and the Improvements thereon in a good state of repair and an attractive, safe, and health condition.

10.2 Repair by Committee. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is in a dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Committee or any Owner may give

written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Committee or any Owner shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Committee a lien on the Lot and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Committee in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Committee may seek collection of sums advanced directly from the Owner of the Lot in question. In order to claim such a lien, the Committee shall record a notice of lien in the office of the Salt Lake County Recorder, setting forth the amount claimed and the work performed for which such lien is asserted. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

10.3 Alteration of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Committee.

10.4 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which remains unrepaired after 90 days following the occurrence of damage shall be deemed a nuisance.

ARTICLE XI FIRST MORTGAGEES

11.1 First Mortgagee Protection. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Covered Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding. The lien provided for in Section 5.1 hereof shall be subordinate to the lien of any first mortgage or deed of trust which was recorded before any Notice of Lien became recorded.

11.2 Notice of Action. Upon written request to the Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee or insurer or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

- (a) any condemnation loss or casualty loss which affects a material portion of the Property or

any Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor of a First Mortgage;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.3 Financial Statement. The Association shall provide a financial statement for the immediately preceding fiscal year free of charge to any First Mortgagee, insurer or guarantor of a First Mortgage within a reasonable time after written request therefor.

ARTICLE XII ANNEXATION OF ADDITIONAL PROPERTY

12.1 Annexation. Declarant shall be entitled to annex, from time to time, additional real property adjacent to the Covered Property to the Covered Property and cause such additional real property to become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that a Supplementary Declaration covering the real property to be annexed, shall be executed and recorded by Declarant. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property and all of the Owners of Lots in said annexed real property shall automatically be Members of the Association.

12.2 Development of the Project. Declarant intends to develop the Covered Property and additional property to be annexed to the Covered Property from time to time (collectively, the "Project") sequentially on a multi-phased basis. However, Declarant may elect not to develop all or any part of any phase, to develop the Project in increments of any size whatsoever, or to develop more than one phase at any given time and in any given order. Moreover, Declarant reserves the right to subject all or any portion of a phase or phases to the plan of this Declaration. Although Declarant shall have the ability to annex additional real property as provided above, Declarant shall not be obligated to annex any additional property and no such property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been so executed and recorded.

12.3 Supplementary Declarations. The annexations authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property. Such Supplementary Declarations contemplated above may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be determined by Declarant to be necessary or desirable with regard to the additional real property being annexed. In no event.

however, shall any such Supplementary Declaration or any merger or consolidation revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

12.4 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer covenants, conditions and restrictions established by this Declaration within the Covered Property, together with the covenants and restrictions established upon any other property as one plan.

ARTICLE XIII GENERAL PROVISIONS

13.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

13.2 Remedies.

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

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

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

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

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

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

13.5 Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the Covered Property, Declarant's approval to any amendment shall be required. Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment.

13.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Covered Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions contained herein against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

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

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

Executed on the date stated above.

Herriman Springs Developers, LLC,
a Utah limited liability company

By: The Cove at Herriman Springs, LLC, a Utah
limited liability company, its manager

By: Jim Giles
Its: MANAGER

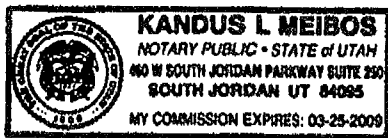
Oakridge Development, Inc.
a Utah corporation, its manager

By: [Signature] DIRECTOR/SEC
Its: DIRECTOR/SEC

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

The foregoing instrument was acknowledged before me this 2ND of MAY, 2005, by Jim Giles.

as manager of The Cove at Herriman Springs, LLC, and by STAN ROWLAN, as
MANAGER of Oakridge Development, Inc.



Kandus L. Meibos
NOTARY PUBLIC

Residing at: 406 W. S. Jordan Hwy, Ste 250
My Commission Expires: 3/25/2009 S. Jordan, UT 84095

EXHIBIT A

[LEGAL DESCRIPTION OF THE COVERED PROPERTY]

3347127_2.DOC

32-10-100
32-10-300

11/4/09

BYLAWS OF
THE COVE AT HERRIMAN SPRINGS OWNERS ASSOCIATION, INC.

A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Board of Directors (the "Board") of The Cove at Herriman Springs Owners Association, Inc., a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

RECITALS

A. The Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Association's Declaration and Articles of Incorporation.

B. The Declaration of Covenants Conditions and Restrictions for The Cove at Herriman Springs was recorded in the office of the Salt Lake County Recorder as Entry No. 9368813 on May 5, 2005 (the "Declaration"). Following the recording of the Declaration there have been multiple Supplemental Declarations recorded to annex additional property into the Association including: the Supplemental Declaration recorded on May 19, 2006 as Entry No. 9728677 which annexed Phases 4, 4A, 4B, 4C, and 4D of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on January 5, 2007 as Entry No. 9962929 which annexed Phases 5, 5A, 5B, 5C, and 5D of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on March 27, 2008 as Entry No. 10384311 which annexed The Estates at the Cove - Phase 1 of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on August 16, 2012 as Entry No. 11452054 which annexed Phase 6 of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on January 8, 2013 as Entry No. 11552482 which annexed Phase 5E of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on January 22, 2014 as Entry No. 11793383 which annexed Phases 5F and 5G of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on September 30, 2015 as Entry No. 12142635 which annexed Phase 9 of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on March 2, 2016 as Entry No. 12232879 which annexed Phase 8 of The Cove at Herriman Springs into the Association; and the Supplemental Declaration recorded on April 27, 2017 as Entry No. 12523862 which annexed Phase 7 of the Cove at Herriman Springs into the Association. All property subject to the Declaration and all subsequently recorded Supplemental Declarations (whether referenced in these Recitals or not) that have annexed property into the Association shall be subject to these Bylaws.

C. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the "Project" known as The Cove at Herriman Springs, and to further the Association's efforts to safely, efficiently, and economically provide a quality living environment. These Bylaws replace and supersede any previous bylaws of the Association and any amendments thereto.

ARTICLE I
NAME AND PRINCIPAL OFFICE

12523862
04/27/2017 03:21 PM #4339.00
BOOK 10551 PG 8721
GARY W. UTI
RECORDER, SALT LAKE COUNTY, UTAH
ESTATES CONSTRUCTION
35 S RIVERBEND WAY STE A
NORTH SALT LAKE, UT 84054
BY: MSP, DEPUTY - 01 11 P.

1.1 Name. The name of the nonprofit corporation is The Cove at Herriman Springs Owners Association, Inc., hereinafter referred to as the "Association".

1.2 Offices. The principal office of the Association shall be at 1099 W South Jordan, UT 84095.

ARTICLE II DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions for The Cove at Herriman Springs, hereinafter referred to as the "Declaration", shall have such defined meanings when used in these Bylaws.

ARTICLE III MEMBERS

3.1 Annual Meetings. The annual meeting of Members shall be held each year on a day, time, and place established by the Board, for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment or postponement thereof, the Board shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient.

3.2 Special Meetings. Special meetings of the Members may be called by the Board, the President, the Declarant, or upon the written request of Members holding not less than ten percent (10%) of the voting power of the Members of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or the President.

3.3 Place of Meetings. The Board may designate any place in Salt Lake County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.4 Notice of Meetings. The Board shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be his registered address for purposes of notice hereunder.

3.5 Members of Record. Upon purchasing a Lot in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. The Board may designate a record date, which shall not be

more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the owners of record of each Lot in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.6 Quorum. At any meeting of the Members duly called and noticed, more than forty percent (40%) of the Members present or represented by proxy shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after, the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. A quorum for the transaction of business at the rescheduled meeting shall be thirty percent (30%) of the Owners present or represented by proxy at the meeting. All decisions at any such meeting shall be determined in accordance with the voting rights set forth in Section 3.8 hereof, and no decision at such a meeting can occur without the voting participation of the Class A Members referred to in Section 3.8 hereof

3.7 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Member or by the Member's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a membership is jointly held, the instrument authorizing a proxy to act may be signed by any one (1) Lot Owner. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be delivered to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting before the meeting is called to order. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Member, as set forth in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. The election of Directors shall be by ballot. If a membership is jointly held, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members

present shall be deemed waived if no objection thereto is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting by obtaining the written approval of Members in accordance with the requirements of Utah Code §16-6a-707 or § 16-6a-709 and any other applicable section of the Utah Revised Nonprofit Corporation Act. Any action so approved shall have the same effect as though taken at a Member meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

ARTICLE IV BOARD OF DIRECTORS

4.1 General Powers. The property, affairs, and business of the Association shall be managed by its Board. The Board may exercise all powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Board may by written contract delegate, in whole or in part, as Managing Agent a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.2 Number, Tenure and Qualifications. The number of Directors of the Association shall be an odd number of no less than three (3) and no more than five (5) members as determined from time to time by the Members. The Board shall be appointed by the Declarant during the period of Declarant's control of the Association as set forth in the Declaration. During period of Declarant's control, the Declarant may choose to have up to two (2) Board Member positions filled by a vote of the owners. At the first annual meeting after the expiration of the period of Declarant control, the Members shall elect for a term of three (3) years Directors to fill the vacancies created. Directors may, but need not be, Members of the Association. Each Director shall hold office until his successor shall have been elected or appointed and qualified.

4.3 Regular Meetings. The Board shall hold meetings at least quarterly or more often at the discretion of the Board. During the period of Declarant control, Board meetings shall be held at the discretion of the Declarant so long as at least one Board meeting is held each year and a Board meeting is held each time the Association increases a fee or raises an Assessment.

4.4 Special Meetings. Special meetings of the Board maybe called by or at the request of any Director. The person or persons authorized to call special meetings of the Board may fix any place, within or without the State of Utah, as the place for holding any special meeting of the Board called by such person or persons and shall provide a conference call-in number for Board members not able to attend in person.

4.5 Meeting Notice. Notice of any special meeting shall be given at least two (2) days prior thereto by written notice delivered personally, by email, or by telephone to all Board members and any Lot Owners who have requested notice. Any Director may waive notice of a meeting.

4.6 Owner Attendance. Any Owner may request notice of Board meetings by requesting such notice form a Board member and providing a valid email address at which

the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific time period during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.7 Quorum and Manner of Acting. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

4.8 Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of his duties as a Director to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Director.

4.9 Open Meetings. Except as provided below in (a) through (f), following the period of Declarant control, Board meetings shall be open to Members. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- a. Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- e. Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- f. Discuss a delinquent assessment.

During the period of Declarant control, Board meetings may be closed to Members, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Members. Notwithstanding the foregoing, the Board meetings required under Utah Code § 57-8a-226(6)(b) shall be open to all Members.

4.10 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director, except a Director appointed by Declarant, may be removed at any time, for or without cause, by the affirmative vote of sixty-seven percent (67%) of the voting power of the Members of the Association at a special meeting of the Members duly called for such purpose.

4.11 Vacancies and Newly Created Directorships. If vacancies shall occur in the Board by reason of the death, resignation or disqualification of a Director (other than a

Director appointed by Declarant), or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board occurring by reason of removal of a Director by the Members may be filled by election at the meeting at which such Director is removed. If vacancies shall occur in the Board by reason of death, resignation or removal of a Director appointed by Declarant, such vacancies shall be filled by appointments to be made by Declarant. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

4.12 Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Board.

5.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Vice President, Secretary and Treasurer shall be and remain Directors of the Association during the entire term of their respective offices.

5.3 Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Directors of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.

5.6 The President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall preside at meetings of the Board and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him. The president shall be invited to attend meetings of each committee.

5.7 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

5.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require him to keep. The Secretary shall also act in the place and stead of the President in the event of the President's and the Vice President's absence or inability or refusal to act. The Secretary shall perform such other duties as the Board may require.

5.9 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board. The Treasurer shall perform such other duties as the Board may require.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

ARTICLE VI COMMITTEES

6.1 Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Director. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

6.2 Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.3 Quorum and Manner of Action. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the

authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification: Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification: Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful

misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 hereto: or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Directors or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least sixty-seven percent (67%) of the voting power of the Members of the Association at any meeting duly called for such purpose.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article or otherwise.

7.5 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, insurance policies, vote of disinterested Members or Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future directors, officers, managers, employees, and agents of the Association and shall continue as to such persons who cease to be directors, officers, managers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.6 Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a trustee, director, officer, employee, or agent or was or is serving at the request of the Association as a trustee, director, officer, manager, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit).

7.7 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expense of the Association and shall be paid with funds from the Assessments referred to in the Declaration.

7.8 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association through the Board, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the

payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December next following.

8.2 Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

ARTICLE IX RULES AND REGULATIONS

9.01 Rules and Regulations. The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof at least ten (10) days prior to the effective date thereof.

ARTICLE X AMENDMENTS

10.01 Amendments. Until the period of Declarant control of the Association terminates in accordance with section 4.3 of the Declaration, the Board of Directors may adopt, amend or repeal these Bylaws without the vote or consent of the Members. Thereafter, these Bylaws may be amended, altered, or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of at least fifty-one percent (51%) of the voting power of the Members of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed, or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total voting power of the Members of the Association, shall have been executed and verified by the current President of the Association. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. No acknowledgment of any Owner signature shall be required. No amendment shall in any way restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of

these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS WHEREOF, the Board of Directors has executed these Bylaws of The Cove at Herriman Springs Owners Association, Inc. as of the day and year written below.

DATED as of the 27 day of APRIL, 2017.

Cove at Herriman Springs
Owners Association, Inc.
a Utah Nonprofit Corporation

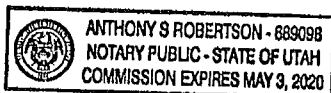
By: _____

Its: PRESIDENT

State of Utah)
) ss.
County of DAVIS)

On the 27 day of APRIL, 2017, personally appeared before me TRAVIS TAYLOR who by me being duly sworn, did say that she/he is an authorized representative of The Cove at Herriman Springs Owners Association, Inc., and that the foregoing instrument is signed and executed pursuant to the authority and consent of its Board of Directors.

Notary Public _____



WHEN RECORDED, RETURN TO
Paxton Guymon
Miller Guymon, PC
165 S Regent Street
Salt Lake City, UT 84111

11552482
1/8/2013 4:56:00 PM \$75.00
Book - 10096 Pg - 167-190
Gary W. Ott
Recorder, Salt Lake County, UT
HICKMAN LAND TITLE CO
BY: eCASH, DEPUTY - EF 24 P.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE COVE AT HERRIMAN SPRINGS
a Residential Community in Herriman, Utah

THE COVE AT HERRIMAN SPRINGS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVE AT HERRIMAN SPRINGS is made this 21 day of December, 2012, by Herriman Springs Developers, LLC, a Utah limited liability company (the "Declarant").

Recitals:

A. Declarant is the Owner of certain real property located in Salt Lake County, Utah, more particularly described on Exhibit "A" to this Declaration. Declarant has previously recorded a certain subdivision plat, which plat subdivided the real property indicated thereon, as part of the project known as "The Cove at Herriman Springs." The plat was recorded as Entry Number 11541334, in the office of the Salt Lake County Recorder. Declarant may from time to time by recorded instrument, annex additional property which is adjacent to the Covered Property to this Declaration, in which case the additional property shall become a part of the "Covered Property." This Declaration is being imposed upon the Covered Property to proceed with Phase 5E of The Cove at Herriman Springs. This Declaration encumbers the real property described in Exhibit "A" hereto.

B. Declarant intends to develop a residential subdivision on the Covered Property and convey all of the lots therein subject to a general plan of development and to the covenants, conditions and restrictions set forth in this Declaration.

NOW THEREFORE, Declarant declares as follows:

All lots within the Covered Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a general plan of development, to protect and enhance the property values and aesthetic values of the Covered Property. The covenants, conditions and restrictions contained herein are intended to and shall run with the title of the land, and be binding upon the successors, assigns, heirs, and any other person holding any ownership or possessory interest in the Covered Property, and shall inure to the benefit of all other lots in the Covered Property.

The covenants, conditions, and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant or by any Owner, as hereinafter defined. Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of the Improvements, as hereinafter defined; (2) Use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) Installation and maintenance of signs incidental to sales or construction, subject to applicable laws and ordinances; (4) Assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes on the Covered Property; and (5) Addition of additional adjacent real property as Covered Property under this Declaration.

Notwithstanding any applicable theory relating to a mortgage, deed of trust or similar instrument, the term Lot Owner, Owner, or Owners shall not mean or include the mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

ARTICLE I DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

"Association" shall mean and refer to The Cove at Herriman Springs Owners Association, a Utah non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers.

"City" shall mean the city of Herriman, Utah and its appropriate departments, officials and boards.

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

"Covered Property" shall have the meaning set forth in the recitals.

"Declarant" shall mean Herriman Springs Developers, LLC, a Utah limited liability company, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot recorded in the records of the Salt Lake County Recorder's Office, having priority of record over all other recorded liens except those governmental liens made superior by statute.

"First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

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

"Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Covered Property.

"Maintenance Area" shall mean the entryways to the Covered Property and signage thereon, landscaped stripgrading situated upon any public right-of-way bordering the boundaries of the Covered Property,

landscaped areas and park areas within the Covered Property, but not part of any particular Lot, signs, recreational facilities, including a clubhouse and ancillary facilities, parking facilities, Paths, playground facilities, and the fences and walls constructed on the boundary lines of the Covered Property. The Maintenance Area is owned separately by the Association.

"Member" shall mean and refer to each Owner of a Lot that is subject to assessment hereunder and Declarant. Membership in the Association shall be appurtenant to and may not be separated from, ownership of a Lot.

"Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

"Paths" shall mean the paths established for walking and bicycle travel which are shown on the Plat.

"Plat" shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

"Storm Water Permit" shall mean the UPDES Storm Water General Permit For Construction Activities which the buyer or Owner of each Lot shall be required to obtain from the Division of Water Quality of the Utah Department of Environmental Quality, as set forth in Section 10.5 below.

"Subdivision Improvements" shall mean all improvements and facilities to be installed outside of the boundaries of Lots or within easements for Paths, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of subdivision of the Covered Property.

ARTICLE II RESTRICTIONS ON ALL LOTS

2.1 Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, and no Lot may be occupied or used in a manner that is in violation of any such ordinance or Code.

2.2 Business or Commercial Uses. No portion of the Covered Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling. No home occupation will be permitted which requires or encourages clients, customers, patients or others to come to a Dwelling to conduct business, or which requires any employees outside of the Owner's immediate family or household.

2.3 Restriction on Signs. No signs will be permitted on any Lot within the Covered Property, except for (a) traffic control signs placed by the City, temporary signs warning of some immediate danger, (b) signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction, (c) signs indicating the Lot is for sale, which sign must be placed in accordance

with City sign regulations and shall not exceed nine square feet in size, and (d) signs stating the address or the name of the owner of a Lot, subject to the consent of the Committee. Notwithstanding the foregoing, the Declarant may erect and maintain a sign at the entrance to the Covered Property for a period of no more than five years after the recordation of the last Plat within the Covered Property announcing the availability of Lots and giving sales information.

2.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

2.5 Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on a Lot.

2.6 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except: Dogs, cats or 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 control; provided further that no more than two such household pets of over six months of age shall be kept on any Lot.. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the Lot. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

2.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Covered Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

2.8 Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

2.9 Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

2.10 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

2.11 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess or those reasonable and customary for

household uses, the discharge of firearms or fireworks other than in connection with celebration of the 4th of July and 24th of July holidays, and setting open fires (other than properly supervised and contained barbecues).

2.12 Exterior Lighting. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This restriction shall not prevent street lighting maintained by the City a front yard post light or lighting installed on top of a mail box structure.

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

2.14 Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

2.15 Transient Lodging Prohibited. Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing commercial accommodations. No lease of any Dwelling shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

2.16 Re-Subdivision. No Lot may be re-subdivided without the consent of the Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwellings within the Lot.

2.17 Recontouring. No lot shall be recontoured, excluding grading for purposes of basement construction, without the prior written approval of the Committee. Among other matters, the Committee's approval may be conditioned on the requirement that the proposed grading conform to the general grading plan applicable to the Covered Property (the "General Grading Plan").

2.18 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. Each Owner shall require its builder to deliver finished grades to streets and other common water carriers, as set forth on the General Grading Plan, such as trails, paths, creeks, canals or ditches.

2.19 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

2.20 Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.

2.21 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Covered Property except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot

except for ingress and egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

2.22 Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicles are kept from the view of the general public.

2.23 Kennels. No kennel or dog run may be placed or maintained closer than 50 feet to any Dwelling other than the Dwelling on the Lot where the kennel or dog run is maintained.

2.24 Paths. Paths are located throughout the Covered Property as marked on the Plat. Paths are available for homeowners' enjoyment by foot and bicycle. Motor vehicles are prohibited from the Paths. Parking is prohibited on the Paths. Declarant may, at its election, deed the Paths to the City, by granting an easement or by conveyance of fee ownership thereto. In any event, use of the Paths shall be subject to the limitations set forth in this Declaration.

ARTICLE III PROPERTY RIGHTS IN THE MAINTENANCE AREA

3.1 Owners' Right of Enjoyment. Subject to the provisions of this Section, every Owner shall have a nonexclusive right to enjoy and use the facilities, if any, within the Maintenance Area and such right shall be appurtenant to and shall pass with the title to every Lot.

3.2 Extent of Owners' Right. The right of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply; and

(b) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of a Member and/or the right to use any of the recreational facilities within the Maintenance Area for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

(c) The right of the Association to close or limit the use of the Maintenance Area while maintaining, repairing and making replacements in the Maintenance Area.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Maintenance Area to the members of his family, his tenants, or contract purchasers who reside on his Lot.

3.4 Use of Maintenance Area.

(a) No use shall be made of the Maintenance Area which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Maintenance Area.

(b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Maintenance Area to all Members, nor shall any Owner place any structure or

fence, except those installed by Declarant or the Undersigned, whatsoever upon the Maintenance Area.

(c) The use of the Maintenance Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

3.5 Association Ownership of Maintenance Area. The Maintenance Area is owned and controlled by the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

4.1 Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

4.2 Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 4.3 below, the Board shall be managed by at least three (3) and no more than five (5) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

4.3 Management of the Association. From the date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove any and all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the last to occur of sixty (60) days after conveyance of 75% of the Lots to Owners other than Declarant, two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or two (2) years after any right to add new Lots was last exercised. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in an instrument executed and to be recorded by Declarant, be approved by Declarant before they become effective.

4.4 Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

4.5 Association Right to Enforce Covenants. The Association shall have the right, separate and apart from any individual Owner's right, to enforce any of the covenants, conditions and restrictions contained in this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments. The annual and special assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against

which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the county recorder's office in the county where the applicable Lot is located. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Utah or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by the applicable governmental entity, for the maintenance and insurance of the Maintenance Area.

5.3 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Maintenance Area or abandonment of his Lot. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. In any action brought by the Association (or counterclaim or cross claim brought by the Association) to collect assessments or to foreclose a lien for unpaid assessments, the Association shall be entitled to have a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's assessments of any kind or nature permitted hereunder.

5.4 Successor's Liability for Assessments. Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Lot shall not affect the lien for assessments, charges, costs or fees levied hereunder, except that sale or transfer of a Lot pursuant to foreclosure of a First

Mortgage or any proceeding in lieu thereof, shall extinguish the lien of Association assessments, but not the personal obligation of the Owner for the payment of assessments, which became due after the recording of the First Mortgage and prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof except to the extent the lien of the Association has priority over the First Mortgage under Section 10 above; provided, however, that any such assessments, charges, costs or fees which are extinguished as provided herein may be reallocated and assessed to all Lots. A First Mortgagee may be personally liable for any unpaid assessments, charges, costs or fees, or portion thereof, accruing against a Lot prior to the time such First Mortgagee takes title to such Lot, but only to the extent that the lien of the Association has priority over the First Mortgage under Section 11 herein. No such sale, transfer, foreclosure or any proceeding in lieu thereof, shall relieve any Owner from liability for any assessments, charges, costs or fees, or any portion thereof, thereafter becoming due, nor such Owner's Lot from the lien for such subsequent assessments, charges, costs and fees.

5.5 Statement Regarding Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a Security Interest or its designee upon written request, delivered personally or by certified mail, first class, postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of any unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Board and every Owner. If no statement is furnished to the Owner or holder of a Security Interest or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a priority lien upon the Lot for unpaid assessments which were due as of the date of the request. "Security Interest" as used herein shall mean an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

ARTICLE VI COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

6.1 Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall be appointed by the Declarant or its successor. Following the termination of Declarant's control of the Association pursuant to Section 4.3 above, or at such earlier date as is selected by Declarant in its sole discretion, the Owners (the Owners of each Lot having one vote) shall elect the membership of the Committee. Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

6.2 Approval by Committee Required. No Improvements of any kind, including without limitation the construction of any Dwelling, garage, deck, porch, gazebo, guest house, outbuilding, parking enclosure, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pool, outdoor hot tub or spa, fence, wall, curb, trampoline, satellite dish or antenna, solar panel, or any other permanent or temporary structure may be constructed, erected, or installed in the Covered Property without the prior consent and approval of the Committee. No excavation, grading, filling, draining, landscaping, shall be made without the advance written consent of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and/or a sample, including color samples; and a landscaping plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the forgoing it determines to be unnecessary for its review. Submission of plans may be made in two parts, that is, architectural plans without landscape plans and then a separate second submission of the landscape plans. Each Owner shall submit a written cost estimate with the landscape plans. Notwithstanding any review and approval of plans by the Committee, each Owner shall be responsible for the design and placement of improvements on Lots to avoid damage from ground and drainage water, and neither the Committee nor the Developer shall have any responsibility or liability with respect thereto.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount reasonably necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. As of the date of recording of this Declaration, the amount of the fee is two hundred fifty dollars (\$250.00).

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

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

(e) Failure to Act. If the Committee has not approved or rejected any submission within 15 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

6.3 Variances. Variances to the design standards contained in this Declaration may be granted in the sole discretion of the Committee, but only if strict application of the design standards would create an unreasonable hardship to the Owner of any Lot. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations.

6.4 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

6.5 Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

6.6 Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

ARTICLE VII ARCHITECTURAL RESTRICTIONS

All Improvements on any Lot shall be subject to the following restrictions and design standards:

7.1 Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars.

7.2 Guest Houses, Barns and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to the Dwelling on the Lot in style and materials, including roof material.

7.3 Dwelling Size. Dwelling size requirements are as follows:

(a) On 12,000 (approximate) square foot Lots:

(i) A Rambler, One-story home shall be not less than 1900 square feet above grade. One-story ramblers with 1700 to 1899 square feet above grade may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1400 square feet on the main floor, and not less than 2000 square feet of finished living area. 1200 to 1399 square foot main floor living area and/or 1800 to 1999 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story

home, particular attention to the design of the rear of the homes shall be required

(B) On 15,000 (approximate) square foot Lots:

(i) A Rambler, One-story home shall be not less than 2000 square feet above grade. One-story ramblers with 1800 to 1999 square feet above grade may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1500 square feet on the main floor, and not less than 2100 square feet of finished living area. 1300 to 1499 square foot main floor living area and/or 1900 to 2099 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the homes shall be required.

(b) On 20,000 (approximate) square foot, or larger Lots:

(i) A Rambler, One-story home shall be not less than 2200 square feet above grade. One-story ramblers with 2000 to 2199 square feet above grade may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1700 square feet on the main floor, and not less than 2300 square feet of finished living area. 1500 to 1699 square foot main floor living area and/or 2100 to 2299 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the homes shall be required.

7.4 Additional Features. In considering an application to construct a Dwelling that is less than the stated minimums, but within the sizes for which the Committee has the discretion to accept a smaller size, the Committee may require some or any combination of the following additional design elements in granting or denying the application:

- 3 car garage
- Increased Roof Pitch:
- Roof Type:, such as 40-year Shingle, slate, tile, or shake
- Wide Over-Hangs (Porch not included)
- Full masonry
- Landscaping
- Overall architectural design

7.5 Dwelling Height and Width. No structure shall exceed two stories above the main floor or ground level for living space or be more than thirty-five feet above a point representing the average grade at the front setback line, without prior written approval of the Committee. No structure shall be more than thirty-five feet above a point representing the average grade at the front setback line, without prior written approval of the Committee. Minimum building length on all lots shall be the lesser of 60 feet or 60% of the frontage, as measured at the setback line.

7.6 Dwelling Setback and Placement. No building shall be erected upon any residential site so that any part thereof, excluding eaves and overhangs, shall be:

- (a) Closer than 25 feet to any rear boundary line;
- (b) Closer than 25 feet to the front boundary line of said premises which extends along a platted street in the subdivisions; and
- (c) Closer than eight feet to any side boundary line. The total of both side setbacks shall be at least 20 feet in width;

In addition, the Committee shall be entitled to review and approve or disapprove the placement of Dwellings on Lots in order to allow for variations of front yard set backs.

7.7 Exterior Requirement. No structure shall be built with less than 100% of all the faces of the structure of either brick, stone cementitious siding or stucco or with less than 50% of the front and 25% of sides being either brick or stone unless otherwise approved by the Committee. The color of all masonry used shall be disclosed to the Committee and Owners are encouraged to submit samples. The use of metal soffit or fascia sections is encouraged. Exposed cement foundation height shall average not more than 21" above finished grade on all sides. Wainscot is acceptable. Wood exteriors are not permitted.

7.8 Roof Design. Roof pitches must be within a range of 7/12 to a 12/12 slope with flatter pitches to 6/12 for architectural accents by approval of the Committee or Board only.. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc., as approved by the Committee. Mansard, fake mansard, A frame, gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

7.9 Windows. All windows must be at least double glazed. Any trapezoidal window must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the bottom horizontal or parallel to the roof structure below it. No mirrored or reflective glass may be used. Each side of the house must have at least one window that is 4 feet by 4 feet in size or larger or equivalent in size as allowed by the Committee.

7.10 Chimney, Vents. Chimneys must be enclosed in an approved material. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street.

7.11 Antennas. All antennas must be enclosed within the Dwelling. Satellite dishes shall not exceed three feet in height and must be located and screened in a manner approved in advance by the Committee so that they are not (as much as possible) directly visible from adjoining Lots. No satellite dishes shall be located in front or visible side yards. Solar panels will be permitted only with the consent of the Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted. No antenna of any sort is allowed if it is visible from the front of neighboring properties.

7.12 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

7.13 Balconies and Decks. Any balcony or deck above the natural grade must be approved in advance by the Committee with respect to the design, materials and appearance of the balcony or deck. All posts or pillars supporting any deck must be between eight and sixteen inches in width. The area under any deck must be either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished. All finishes and balcony and deck plans must be approved in advance by the Architectural Review Committee (ARC).

7.15 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed only of concrete.

7.16 Ground Water. In the event the Declarant or any other party installs a ground water drainage system for any portion of the Covered Property, Owners shall be required to obtain the approval of the Committee prior to diverting water in to such system.

7.17 Exceptions. The board, upon review and consideration of an application, may, in its sole discretion, allow an additional 100 square foot exception to the minimum house size requirements.

ARTICLE VIII CONSTRUCTION COVENANTS

In order to minimize the inconvenience to neighboring Owners during periods of construction within the Covered Property, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which Owner is liable.

8.1 Portable Office or Trailer. A builder or general contractor constructing a home on a Lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of: (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the Building Permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

8.2 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Covered Property. No concrete trucks may be cleaned out on the Lot or elsewhere within the Covered Property.

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

8.4 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction.

8.5 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must also comply with any sign ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

8.6 Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 AM and ending at 9:00 PM, or such lesser period as is allowed by City ordinances. The Builder is responsible for controlling noise emanating from the site.

8.7 Removal of Mud. The Builder is responsible for cleaning up and removing mud that is deposited on the roadways of the Covered Property by their construction operation at least once each week.

8.8 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over the construction. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the building permit. It is the obligation of the Owner to construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of six months from the date of the foundation is complete. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

ARTICLE IX LANDSCAPE STANDARDS

It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

9.1 Lawn and Landscaping Required. Front yard and visible side yard lawns are to be installed within 60 days following occupancy or, in the case of a winter occupancy that prevents the installation of landscaping, by the following April 30th. As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of a building permit, whichever first occurs, each Owner is required to fully landscape his or her Lot. The Committee shall be entitled to require an escrow deposit from the Owner in the event that the landscaping is not installed as of the date the homeowner occupies his or her Lot, in such amount and under such terms as are determined by the Committee. As of the date of recording of this Declaration, the amount of the escrow deposit shall be equal to two dollars (\$2.00) per square foot of front yard and visible side yard area. The Committee shall be entitled to change such amount from time to time as the Committee may deem appropriate. In the event the Owner or its contractor does not install the required landscaping within 60 days following occupancy or, in the case of a winter occupancy that prevents the installation of landscaping, by the following April 30th, then the Committee shall be entitled to apply the escrow deposit toward the cost of installing such landscaping as the Committee may in its discretion determine appropriate. Neither the Committee, the Association, or any

of its officers or agents shall be liable in any manner in connection with the exercise of the remedies set forth in this paragraph in the event the Owner fails to install landscaping as provided herein. The Committee shall not be required to use any of the Association's own funds for such purpose. Each Owner shall submit a written cost estimate with their landscape plan. The Owner may plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Front and visible side yard lawn areas must be provided with sod and not grown from seed or power mulching. Trees, lawns, shrubbery and other plantings provided by each lot owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same upon the request of the Committee.

9.2 Placement of Trees and Shrubs. Planting of a minimum of six trees and a minimum of 12 two-gallon shrubs in the front and/or visible side yard within each Lot is required. Conifers shall be a height of at least four feet and deciduous trees shall be at least a one and one-half inch caliper, except on the parking strip, where deciduous trees shall be at least a two-inch caliper. The planting and placement of the trees is to be accomplished in accordance with the landscape plan submitted to and approved by the Committee. The lot Owner is required to plant and maintain at least two trees in the parking strip between the back of the curb and the sidewalk in front of his or her Lot. The type and size is to be determined by the Committee. Only sod and trees will be permitted in the parking strip.

9.3 Sprinkler System. All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

9.4 Fences. Fencing shall be permitted in the Covered Property only in accordance with applicable City ordinances and must be decorative in nature. No fences may be constructed without the prior approval of the Committee, which may include in its approval criteria considerations of style, material, height, and effect on neighboring properties. Fencing of front yards shall not be permitted; side yards may be fenced up to a point which is no closer than the midpoint of the length of the Dwelling from the street upon which the Dwelling is located. Barb wire and field fence on posts are prohibited. No chain link is permitted as cross-fencing or in back and side yards where it is visible from roads. The Committee may approve wood fences, provided provisions for proper maintenance of such fences are made.

9.5 Fires. No exterior fires whatsoever, except barbecue fires contained in receptacles provided therefor, shall be allowed.

9.6 Compaction. Each Owner shall be responsible to ensure a minimum of 95% compaction of soil and fill materials under all footings, structural, and flat concrete areas and to ensure a minimum compaction of 90% under all lawn and landscaped areas.

ARTICLE X

OWNERS' MAINTENANCE AND PERMIT OBLIGATIONS

10.1 Duty to Maintain. The Owner of each Lot shall maintain his or her Lot and the Improvements thereon in a good state of repair and an attractive, safe, and health condition.

10.2 Repair by Committee. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is in a dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Committee or any Owner may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Committee or any Owner

shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Committee a lien on the Lot and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Committee in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Committee may seek collection of sums advanced directly from the Owner of the Lot in question. In order to claim such a lien, the Committee shall record a notice of lien in the office of the Salt Lake County Recorder, setting forth the amount claimed and the work performed for which such lien is asserted. Unpaid amounts will bear interest from the date advanced at the lawful pre-judgment rate under state law.

10.3 Alteration of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Committee.

10.4 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which remains unrepaired after 90 days following the occurrence of damage shall be deemed a nuisance.

10.5 Storm Water Permits. All Owners who acquire title to a Lot (whether the Owner is a builder, individual person, entity or otherwise) shall obtain their own Storm Water Permits (as defined in Article I above) from the Division of Water Quality (Utah Department of Environmental Quality) prior to commencing any construction-related activities for which a Storm Water Permit is required (including, without limitation, excavating, grading, or otherwise disturbing the surface materials or vegetation on the Lot). The Storm Water Permit may be obtained by filling out an application form online at www.waterquality.utah.gov/updes/stormwater.htm or contacting the Division by telephone at (801) 538-6146. All Owners who seek to engage in any construction-related activities requiring a Storm Water Permit covenant and agree to comply with the Storm Water Permit requirements, including, without limitation, the requirement to develop and implement a Storm Water Pollution Prevention Plan. Owners shall be fully and solely responsible for preventing rain and snowmelt from carrying sediment or pollutants into the streets or any storm drain facilities from any un-landscaped areas of their Lots. Owners covenant and agree not to stockpile any landscaping materials, dirt, gravel or other such materials in the streets. Owners other than Declarant, following their purchase of a Lot, hereby indemnify and hold Declarant harmless from and against any and all claims, liabilities, fines, costs, fees, expenses, judgments, losses and damages resulting from or relating to any failure to comply with the Storm Water Permit requirements for the Owner's Lot or from any storm water drainage or run-off from Owner's Lot, including, without limitation, any and all claims, fines, costs of remediation or clean up, or other expenses imposed by the Division or required or incurred as a result of any action or orders of the Division.

ARTICLE XI
FIRST MORTGAGEES

11.1 First Mortgagee Protection. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Covered Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding. The lien provided for in Section 5.1 hereof shall be subordinate to the lien of any first mortgage or deed of trust which was recorded before any Notice of Lien became recorded.

11.2 Notice of Action. Upon written request to the Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee or insurer or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects a material portion of the Property or any Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor of a First Mortgage;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.3 Financial Statement. The Association shall provide a financial statement for the immediately preceding fiscal year free of charge to any First Mortgagee, insurer or guarantor of a First Mortgage within a reasonable time after written request therefor.

ARTICLE XII
ANNEXATION OF ADDITIONAL PROPERTY

12.1 Annexation. Declarant shall be entitled to annex, from time to time, additional real property adjacent to the Covered Property to the Covered Property and cause such additional real property to become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that a Supplementary Declaration covering the real property to be annexed, shall be executed and recorded by Declarant. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property and all of the Owners of Lots in said annexed real property shall automatically be Members of the Association.

12.2 Development of the Project. Declarant intends to develop the Covered Property and additional property to be annexed to the Covered Property from time to time (collectively, the "Project") sequentially on a multi-phased basis. However, Declarant may elect not to develop all or any part of any phase, to develop the Project in increments of any size whatsoever, or to develop more than one phase at any given time and in any given order. Moreover, Declarant reserves the right to subject all or any portion of a phase or phases to the plan of this Declaration. Although Declarant shall have the ability to annex additional real property as provided above, Declarant shall not be obligated to annex any additional property and no such property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been so executed and recorded.

12.3 Supplementary Declarations. The annexations authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property. Such Supplementary Declarations contemplated above may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be determined by Declarant to be necessary or desirable with regard to the additional real property being annexed. In no event, however, shall any such Supplementary Declaration or any merger or consolidation revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

12.4 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer covenants, conditions and restrictions established by this Declaration within the Covered Property, together with the covenants and restrictions established upon any other property as one plan.

ARTICLE XIII GENERAL PROVISIONS

13.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

13.2 Remedies.

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

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

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

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

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

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

13.5 Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the Covered Property, Declarant's approval to any amendment shall be required. Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment.

13.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Covered Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions contained herein against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

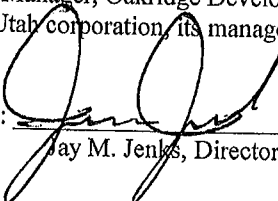
13.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon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

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

Executed on the date stated above.

Herriman Springs Developers, LLC,
a Utah limited liability company

By: Its Manager, Oakridge Development, Inc.
a Utah corporation, its manager

By: 
Jay M. Jenks, Director

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 21 of December 2012, by Jay M. Jenks, in his capacity as director of Oakridge Development, Inc., which is the Manager of Herriman Springs Developers, LLC.



NOTARY PUBLIC

SEAL:

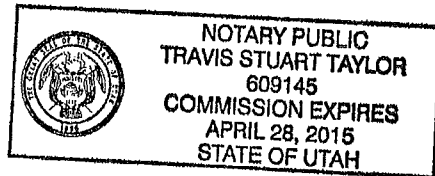


EXHIBIT "A"
[LEGAL DESCRIPTION OF THE COVERED PROPERTY]

All of the lots contained in the Cove at Herriman Springs, Phase 5E.

A Part of the South Half of Section 10, Township 4 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah:

Beginning at a point 201.97 feet South 89°37'37" East along the Section line and 57.74 feet North 0°22'23" East from the South Quarter Corner of said Section 10; and running thence North 89°51'58" West 421.76 feet to the East Line of The Cove at Herriman Springs Phase C1 Subdivision; thence North 0°05'24" West 135.44 feet along said East Line to the Southerly Line of Vista Springs Drive as it exists at 30.0 foot half-width; thence North 16°27'03" East 68.35 feet to the Northerly Line of said Vista Springs Drive and the Southeast Corner of Lot 604, The Cove at Herriman Springs Phase 6 Subdivision; thence along said Subdivision the following five (5) courses: North 7°51'31" West 124.36 feet; South 73°24'49" West 220.53 feet; South 88°25'38" West 107.56 feet; North 30°35'15" West 52.62 feet; and Southwesterly along the arc of a 120 foot radius curve to the right a distance of 74.37 feet (Center bears North 30°35'15" West, Central Angle equals 35°30'27" and Long Chord bears South 77°09'58" West 73.18 feet) to the Northwest Corner of Lot 601 of said Subdivision on the Easterly Line of Spring Canyon Drive, a dedicated street; thence Northeasterly along said Easterly line the following nine (9) courses: Northeasterly along the arc of a 2050.00 foot radius curve to the right a distance of 19.17 feet (Center bears South 79°33'37" East, Central Angle equals 0°32'09" and Long Chord bears North 10°42'27" East 19.17 feet) to a point of compound curvature; Northeasterly along the arc of a 13.50 foot radius curve to the right a distance of 17.77 feet (Central Angle equals 75°24'41" and Long Chord bears North 48°40'52" East 16.51 feet) to a point of reverse curvature; Northeasterly along the arc of a 90.00 foot radius curve to the left a distance of 92.82 feet (Central Angle equals 59°05'18" and Long Chord bears North 56°50'33" East 88.76 feet) to a point of reverse curvature; Northeasterly along the arc of a 13.50 foot radius curve to the right a distance of 14.20 feet (Central Angle equals 60°16'14" and Long Chord bears North 57°26'01" East 13.56 feet); North 4°39'19" East 60.52 feet; Northwesterly along the arc of a 13.50 foot radius curve to the right a distance of 16.65 feet (Center bears North 3°18'15" West, Central Angle equals 70°40'42" and Long Chord bears North 57°57'54" West 15.62 feet) to a point of reverse curvature; Northeasterly along the arc of a 90.00 foot radius curve to the left a distance of 28.29 feet (Central Angle equals 18°00'29" and Long Chord bears North 31°37'47" West 28.17 feet) to a point of reverse curvature; Northerly along the arc of a 13.50 foot radius curve to the right a distance of 13.38 feet (Central Angle equals 56°47'35" and Long Chord bears North 12°14'15" West 12.84 feet) to a point of compound curvature; and Northeasterly along the arc of a 2020.00 foot radius curve to the right a distance of 81.60 feet (Central Angle equals 2°18'52" and Long Chord bears North 17°18'59" East 81.60 feet) to the Southwest Corner of Lot 558, The Cove at Herriman Springs Phase 5D Subdivision; thence along the Southerly line of said Subdivision the following four (4) courses: North 86°34'49" East 81.48 feet; North 75°12'06" East 242.63 feet; North 84°06'56" East 129.35 feet; and North 86°55'02" East 222.12 feet to the point of intersection in the Southerly Line of Lot 563, said Phase 5D Subdivision; thence South 22°57'02" East 106.48 feet; thence South 27°17'39" East 60.14 feet; thence Southwesterly along the arc of a 13.50 foot radius curve to the left a distance of 18.12 feet (Center bears South 23°42'49" East, Central Angle equals 76°53'22" and Long Chord bears South 27°50'30" West 16.79 feet); thence South 62°16'05" East 184.64 feet; thence South 34°39'56" West 116.87 feet; thence South 20°14'59" West 254.62 feet; thence South 61.70 feet to the point of beginning.

Contains: 391,268 sq. ft.
or 8.982 acres and 19 lots.

WHEN RECORDED, RETURN TO
Paxton Guymon
Miller Guymon, PC
165 S Regent Street
Salt Lake City, UT 84111

11452054
8/16/2012 3:41:00 PM \$59.00
Book - 10046 Pg - 6773-6795
Gary W. Ott
Recorder, Salt Lake County, UT
HICKMAN LAND TITLE CO
BY: eCASH, DEPUTY - EF 23 P.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE COVE AT HERRIMAN SPRINGS
(Phase 6)
a Residential Community in Herriman, Utah

THE COVE AT HERRIMAN SPRINGS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVE AT HERRIMAN SPRINGS is made this 7 day of August, 2012, by Herriman Springs Developers, LLC, a Utah limited liability company (the "Declarant").

Recitals:

A. Declarant is the Owner of certain real property located in Salt Lake County, Utah, more particularly described on Exhibit "A" to this Declaration. Declarant has previously recorded a certain subdivision plat, which plat subdivided the real property indicated thereon, as part of the project known as "The Cove at Herriman Springs." The plat was recorded as Entry Number 11391287, in the office of the Salt Lake County Recorder. Declarant may from time to time by recorded instrument, annex additional property which is adjacent to the Covered Property to this Declaration, in which case the additional property shall become a part of the "Covered Property." This Declaration is being imposed upon the Covered Property to proceed with Phase 6 of The Cove at Herriman Springs. This Declaration encumbers the real property described in Exhibit "A" hereto.

B. Declarant intends to develop a residential subdivision on the Covered Property and convey all of the lots therein subject to a general plan of development and to the covenants, conditions and restrictions set forth in this Declaration.

NOW THEREFORE, Declarant declares as follows:

All lots within the Covered Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a general plan of development, to protect and enhance the property values and aesthetic values of the Covered Property. The covenants, conditions and restrictions contained herein are intended to and shall run with the title of the land, and be binding upon the successors, assigns, heirs, and any other person holding any ownership or possessory interest in the Covered Property, and shall inure to the benefit of all other lots in the Covered Property.

The covenants, conditions, and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant or by any Owner, as hereinafter defined. Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of the Improvements, as hereinafter defined; (2) Use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) Installation and maintenance of signs incidental to sales or construction, subject to applicable laws and ordinances; (4) Assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes on the Covered Property; and (5) Addition of additional adjacent real property as Covered Property under this Declaration.

Notwithstanding any applicable theory relating to a mortgage, deed of trust or similar instrument, the term Lot Owner, Owner, or Owners shall not mean or include the mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

ARTICLE I DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

"Association" shall mean and refer to The Cove at Herriman Springs Owners Association, a Utah non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers.

"City" shall mean the city of Herriman, Utah and its appropriate departments, officials and boards.

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

"Covered Property" shall have the meaning set forth in the recitals.

"Declarant" shall mean Herriman Springs Developers, LLC, a Utah limited liability company, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot recorded in the records of the Salt Lake County Recorder's Office, having priority of record over all other recorded liens except those governmental liens made superior by statute.

"First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

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

"Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Covered Property.

"Maintenance Area" shall mean the entryways to the Covered Property and signage thereon, landscaped stripgrading situated upon any public right-of-way bordering the boundaries of the Covered Property,

landscaped areas and park areas within the Covered Property, but not part of any particular Lot, signs, recreational facilities, including a clubhouse and ancillary facilities, parking facilities, Paths, playground facilities, and the fences and walls constructed on the boundary lines of the Covered Property. The Maintenance Area is owned separately by the Association.

"Member" shall mean and refer to each Owner of a Lot that is subject to assessment hereunder and Declarant. Membership in the Association shall be appurtenant to and may not be separated from, ownership of a Lot.

"Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

"Paths" shall mean the paths established for walking and bicycle travel which are shown on the Plat.

"Plat" shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

"Storm Water Permit" shall mean the UPDES Storm Water General Permit For Construction Activities which the buyer or Owner of each Lot shall be required to obtain from the Division of Water Quality of the Utah Department of Environmental Quality, as set forth in Section 10.5 below.

"Subdivision Improvements" shall mean all improvements and facilities to be installed outside of the boundaries of Lots or within easements for Paths, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of subdivision of the Covered Property.

ARTICLE II RESTRICTIONS ON ALL LOTS

2.1 Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, and no Lot may be occupied or used in a manner that is in violation of any such ordinance or Code.

2.2 Business or Commercial Uses. No portion of the Covered Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling. No home occupation will be permitted which requires or encourages clients, customers, patients or others to come to a Dwelling to conduct business, or which requires any employees outside of the Owner's immediate family or household.

2.3 Restriction on Signs. No signs will be permitted on any Lot within the Covered Property, except for (a) traffic control signs placed by the City, temporary signs warning of some immediate danger, (b) signs not in excess of six square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction, (c) signs indicating the Lot is for sale, which sign must be placed in accordance

with City sign regulations and shall not exceed nine square feet in size, and (d) signs stating the address or the name of the owner of a Lot, subject to the consent of the Committee. Notwithstanding the foregoing, the Declarant may erect and maintain a sign at the entrance to the Covered Property for a period of no more than five years after the recordation of the last Plat within the Covered Property announcing the availability of Lots and giving sales information.

2.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

2.5 Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on a Lot.

2.6 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except: Dogs, cats or 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 control; provided further that no more than two such household pets of over six months of age shall be kept on any Lot.. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the Lot. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

2.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Covered Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

2.8 Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

2.9 Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

2.10 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

2.11 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess or those reasonable and customary for

household uses, the discharge of firearms or fireworks other than in connection with celebration of the 4th of July and 24th of July holidays, and setting open fires (other than properly supervised and contained barbecues).

2.12 Exterior Lighting. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This restriction shall not prevent street lighting maintained by the City a front yard post light or lighting installed on top of a mail box structure.

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

2.14 Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

2.15 Transient Lodging Prohibited. Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing commercial accommodations. No lease of any Dwelling shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

2.16 Re-Subdivision. No Lot may be re-subdivided without the consent of the Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwellings within the Lot.

2.17 Recontouring. No lot shall be recontoured, excluding grading for purposes of basement construction, without the prior written approval of the Committee. Among other matters, the Committee's approval may be conditioned on the requirement that the proposed grading conform to the general grading plan applicable to the Covered Property (the "General Grading Plan").

2.18 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. Each Owner shall require its builder to deliver finished grades to streets and other common water carriers, as set forth on the General Grading Plan, such as trails, paths, creeks, canals or ditches.

2.19 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

2.20 Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.

2.21 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Covered Property except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot

except for ingress and egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

2.22 Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicles are kept from the view of the general public.

2.23 Kennels. No kennel or dog run may be placed or maintained closer than 50 feet to any Dwelling other than the Dwelling on the Lot where the kennel or dog run is maintained.

2.24 Paths. Paths are located throughout the Covered Property as marked on the Plat. Paths are available for homeowners' enjoyment by foot and bicycle. Motor vehicles are prohibited from the Paths. Parking is prohibited on the Paths. Declarant may, at its election, deed the Paths to the City, by granting an easement or by conveyance of fee ownership thereto. In any event, use of the Paths shall be subject to the limitations set forth in this Declaration.

ARTICLE III PROPERTY RIGHTS IN THE MAINTENANCE AREA

3.1 Owners' Right of Enjoyment. Subject to the provisions of this Section, every Owner shall have a nonexclusive right to enjoy and use the facilities, if any, within the Maintenance Area and such right shall be appurtenant to and shall pass with the title to every Lot.

3.2 Extent of Owners' Right. The right of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply; and

(b) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of a Member and/or the right to use any of the recreational facilities within the Maintenance Area for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

(c) The right of the Association to close or limit the use of the Maintenance Area while maintaining, repairing and making replacements in the Maintenance Area.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Maintenance Area to the members of his family, his tenants, or contract purchasers who reside on his Lot.

3.4 Use of Maintenance Area.

(a) No use shall be made of the Maintenance Area which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Maintenance Area.

(b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Maintenance Area to all Members, nor shall any Owner place any structure or

fence, except those installed by Declarant or the Undersigned, whatsoever upon the Maintenance Area.

(c) The use of the Maintenance Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

3.5 Association Ownership of Maintenance Area. The Maintenance Area is owned and controlled by the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

4.1 Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

4.2 Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 4.3 below, the Board shall be managed by at least three (3) and no more than five (5) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

4.3 Management of the Association. From the date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove any and all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the last to occur of sixty (60) days after conveyance of 75% of the Lots to Owners other than Declarant, two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or two (2) years after any right to add new Lots was last exercised. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in an instrument executed and to be recorded by Declarant, be approved by Declarant before they become effective.

4.4 Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

4.5 Association Right to Enforce Covenants. The Association shall have the right, separate and apart from any individual Owner's right, to enforce any of the covenants, conditions and restrictions contained in this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments. The annual and special assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against

which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the county recorder's office in the county where the applicable Lot is located. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Utah or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by the applicable governmental entity, for the maintenance and insurance of the Maintenance Area.

5.3 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Maintenance Area or abandonment of his Lot. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. In any action brought by the Association (or counterclaim or cross claim brought by the Association) to collect assessments or to foreclose a lien for unpaid assessments, the Association shall be entitled to have a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's assessments of any kind or nature permitted hereunder.

5.4 Successor's Liability for Assessments. Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Lot shall not affect the lien for assessments, charges, costs or fees levied hereunder, except that sale or transfer of a Lot pursuant to foreclosure of a First

Mortgage or any proceeding in lieu thereof, shall extinguish the lien of Association assessments, but not the personal obligation of the Owner for the payment of assessments, which became due after the recording of the First Mortgage and prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof except to the extent the lien of the Association has priority over the First Mortgage under Section 10 above; provided, however, that any such assessments, charges, costs or fees which are extinguished as provided herein may be reallocated and assessed to all Lots. A First Mortgagee may be personally liable for any unpaid assessments, charges, costs or fees, or portion thereof, accruing against a Lot prior to the time such First Mortgagee takes title to such Lot, but only to the extent that the lien of the Association has priority over the First Mortgage under Section 11 herein. No such sale, transfer, foreclosure or any proceeding in lieu thereof, shall relieve any Owner from liability for any assessments, charges, costs or fees, or any portion thereof, thereafter becoming due, nor such Owner's Lot from the lien for such subsequent assessments, charges, costs and fees.

5.5 Statement Regarding Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a Security Interest or its designee upon written request, delivered personally or by certified mail, first class, postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of any unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Board and every Owner. If no statement is furnished to the Owner or holder of a Security Interest or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a priority lien upon the Lot for unpaid assessments which were due as of the date of the request. "Security Interest" as used herein shall mean an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

ARTICLE VI COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

6.1 Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall be appointed by the Declarant or its successor. Following the termination of Declarant's control of the Association pursuant to Section 4.3 above, or at such earlier date as is selected by Declarant in its sole discretion, the Owners (the Owners of each Lot having one vote) shall elect the membership of the Committee. Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

6.2 Approval by Committee Required. No Improvements of any kind, including without limitation the construction of any Dwelling, garage, deck, porch, gazebo, guest house, outbuilding, parking enclosure, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pool, outdoor hot tub or spa, fence, wall, curb, trampoline, satellite dish or antenna, solar panel, or any other permanent or temporary structure may be constructed, erected, or installed in the Covered Property without the prior consent and approval of the Committee. No excavation, grading, filling, draining, landscaping, shall be made without the advance written consent of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior materials and roofing materials and/or a sample, including color samples; and a landscaping plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the forgoing it determines to be unnecessary for its review. Submission of plans may be made in two parts, that is, architectural plans without landscape plans and then a separate second submission of the landscape plans. Each Owner shall submit a written cost estimate with the landscape plans. Notwithstanding any review and approval of plans by the Committee, each Owner shall be responsible for the design and placement of improvements on Lots to avoid damage from ground and drainage water, and neither the Committee nor the Developer shall have any responsibility or liability with respect thereto.

(b) Review Fee. The applicant will pay a review fee to the Committee in an amount reasonably necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. As of the date of recording of this Declaration, the amount of the fee is two hundred fifty dollars (\$250.00).

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

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

(e) Failure to Act. If the Committee has not approved or rejected any submission within 15 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

6.3 Variances. Variances to the design standards contained in this Declaration may be granted in the sole discretion of the Committee, but only if strict application of the design standards would create an unreasonable hardship to the Owner of any Lot. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations.

6.4 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

6.5 Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

6.6 Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

ARTICLE VII ARCHITECTURAL RESTRICTIONS

All Improvements on any Lot shall be subject to the following restrictions and design standards:

7.1 Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars.

7.2 Guest Houses, Barns and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to the Dwelling on the Lot in style and materials, including roof material.

7.3 Dwelling Size. Dwelling size requirements are as follows:

(a) On 12,000 (approximate) square foot Lots:

(i) A Rambler, One-story home shall be not less than 1900 square feet above grade. One-story rambler with 1700 to 1899 square feet above grade may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1400 square feet on the main floor, and not less than 2000 square feet of finished living area. 1200 to 1399 square foot main floor living area and/or 1800 to 1999 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story

home, particular attention to the design of the rear of the homes shall be required

(B) On 15,000 (approximate) square foot Lots:

(i) A Rambler, One-story home shall be not less than 2000 square feet above grade. One-story ramblers with 1800 to 1999 square feet above grade may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1500 square feet on the main floor, and not less than 2100 square feet of finished living area. 1300 to 1499 square foot main floor living area and/or 1900 to 2099 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the homes shall be required.

(b) On 20,000 (approximate) square foot, or larger Lots:

(i) A Rambler, One-story home shall be not less than 2200 square feet above grade. One-story ramblers with 2000 to 2199 square feet above grade may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction.

(ii) A two-story home shall have not less than 1700 square feet on the main floor, and not less than 2300 square feet of finished living area. 1500 to 1699 square foot main floor living area and/or 2100 to 2299 total living area may be permitted by the Committee when additional features, as described below, are incorporated into the design and construction. In the Committee's review of plans for any two-story home, particular attention to the design of the rear of the homes shall be required.

7.4 Additional Features. In considering an application to construct a Dwelling that is less than the stated minimums, but within the sizes for which the Committee has the discretion to accept a smaller size, the Committee may require some or any combination of the following additional design elements in granting or denying the application:

- 3 car garage
- Increased Roof Pitch:
- Roof Type:, such as 40-year Shingle, slate, tile, or shake
- Wide Over-Hangs (Porch not included)
- Full masonry
- Landscaping
- Overall architectural design

7.5 Dwelling Height and Width. No structure shall exceed two stories above the main floor or ground level for living space or be more than thirty-five feet above a point representing the average grade at the front setback line, without prior written approval of the Committee. No structure shall be more than thirty-five feet above a point representing the average grade at the front setback line, without prior written approval of the Committee. Minimum building length on all lots shall be the lesser of 60 feet or 60% of the frontage, as measured at the setback line.

7.6 Dwelling Setback and Placement. No building shall be erected upon any residential site so that any part thereof, excluding eaves and overhangs, shall be:

- (a) Closer than 25 feet to any rear boundary line;
- (b) Closer than 25 feet to the front boundary line of said premises which extends along a platted street in the subdivisions; and
- (c) Closer than eight feet to any side boundary line. The total of both side setbacks shall be at least 20 feet in width;

In addition, the Committee shall be entitled to review and approve or disapprove the placement of Dwellings on Lots in order to allow for variations of front yard set backs.

7.7 Exterior Requirement. No structure shall be built with less than 100% of all the faces of the structure of either brick, stone cementitious siding or stucco or with less than 50% of the front and 25% of sides being either brick or stone unless otherwise approved by the Committee. The color of all masonry used shall be disclosed to the Committee and Owners are encouraged to submit samples. Limited siding for special trim design areas, amounting to no more than 15% of the surface of a given side of the Dwelling, may be approved by the Committee. The use of metal soffit or fascia sections is encouraged. Exposed cement foundation height shall average not more than 18" above finished grade on all sides. Wainscot is acceptable. Wood exteriors are not permitted.

7.8 Roof Design. Roof pitches must be within a range of 7/12 to a 12/12 slope. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc., as approved by the Committee. Mansard, fake mansard, A frame, gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

7.9 Windows. All windows must be at least double glazed. Any trapezoidal window must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the bottom horizontal or parallel to the roof structure below it. No mirrored or reflective glass may be used. Each side of the house must have at least one window that is 4 feet by 4 feet in size or larger or equivalent as allowed by the Committee.

7.10 Chimney, Vents. Chimneys must be enclosed in an approved material. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street.

7.11 Antennas. All antennas must be enclosed within the Dwelling. Satellite dishes shall not exceed three feet in height and must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from adjoining Lots. No satellite dishes shall be located in front or visible side yards. Solar panels will be permitted only with the consent of the Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted. No antenna of any sort is allowed if it is visible from the front of neighboring properties.

7.12 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

7.13 Balconies and Decks. Any balcony or deck above the natural grade must be approved in advance by the Committee with respect to the design, materials and appearance of the balcony or deck. All posts or pillars supporting any deck must be between eight and sixteen inches in width. The area under any deck must be either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished. All finishes and balcony and deck plans must be approved in advance by the Architectural Review Committee (ARC).

7.15 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed only of concrete.

7.16 Ground Water. In the event the Declarant or any other party installs a ground water drainage system for any portion of the Covered Property, Owners shall be required to obtain the approval of the Committee prior to diverting water in to such system.

7.17 Exceptions. The board, upon review and consideration of an application, may, in its sole discretion, allow an additional 100 square foot exception to the minimum house size requirements.

ARTICLE VIII CONSTRUCTION COVENANTS

In order to minimize the inconvenience to neighboring Owners during periods of construction within the Covered Property, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which Owner is liable.

8.1 Portable Office or Trailer. A builder or general contractor constructing a home on a Lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of: (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the Building Permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

8.2 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Covered Property. No concrete trucks may be cleaned out on the Lot or elsewhere within the Covered Property.

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

8.4 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction.

8.5 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must also comply with any sign ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

8.6 Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 AM and ending at 9:00 PM, or such lesser period as is allowed by City ordinances. The Builder is responsible for controlling noise emanating from the site.

8.7 Removal of Mud. The Builder is responsible for cleaning up and removing mud that is deposited on the roadways of the Covered Property by their construction operation at least once each week.

8.8 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over the construction. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the building permit. It is the obligation of the Owner to construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of six months from the date of the foundation is complete. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

ARTICLE IX LANDSCAPE STANDARDS

It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

9.1 Lawn and Landscaping Required. Front yard and visible side yard lawns are to be installed within 60 days following occupancy or, in the case of a winter occupancy that prevents the installation of landscaping, by the following April 30th. As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of a building permit, whichever first occurs, each Owner is required to fully landscape his or her Lot. The Committee shall be entitled to require an escrow deposit from the Owner in the event that the landscaping is not installed as of the date the homeowner occupies his or her Lot, in such amount and under such terms as are determined by the Committee. As of the date of recording of this Declaration, the amount of the escrow deposit shall be equal to two dollars (\$2.00) per square foot of front yard and visible side yard area. The Committee shall be entitled to change such amount from time to time as the Committee may deem appropriate. In the event the Owner or its contractor does not install the required landscaping within 60 days following occupancy or, in the case of a winter occupancy that prevents the installation of landscaping, by the following April 30th, then the Committee shall be entitled to apply the escrow deposit toward the cost of installing such landscaping as the Committee may in its discretion determine appropriate. Neither the Committee, the Association, or any

of its officers or agents shall be liable in any manner in connection with the exercise of the remedies set forth in this paragraph in the event the Owner fails to install landscaping as provided herein. The Committee shall not be required to use any of the Association's own funds for such purpose. Each Owner shall submit a written cost estimate with their landscape plan. The Owner may plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Front and visible side yard lawn areas must be provided with sod and not grown from seed or power mulching. Trees, lawns, shrubbery and other plantings provided by each lot owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same upon the request of the Committee.

9.2 Placement of Trees and Shrubs. Planting of a minimum of six trees and a minimum of 12 two-gallon shrubs in the front and/or visible side yard within each Lot is required. Conifers shall be a height of at least four feet and deciduous trees shall be at least a one and one-half inch caliper, except on the parking strip, where deciduous trees shall be at least a two-inch caliper. The planting and placement of the trees is to be accomplished in accordance with the landscape plan submitted to and approved by the Committee. The lot Owner is required to plant and maintain at least two trees in the parking strip between the back of the curb and the sidewalk in front of his or her Lot. The type and size is to be determined by the Committee. Only sod and trees will be permitted in the parking strip.

9.3 Sprinkler System. All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

9.4 Fences. Fencing shall be permitted in the Covered Property only in accordance with applicable City ordinances and must be decorative in nature. No fences may be constructed without the prior approval of the Committee, which may include in its approval criteria considerations of style, material, height, and effect on neighboring properties. Fencing of front yards shall not be permitted; side yards may be fenced up to a point which is no closer than the midpoint of the length of the Dwelling from the street upon which the Dwelling is located. Barb wire and field fence on posts are prohibited. No chain link is permitted as cross-fencing or in back and side yards where it is visible from roads. The Committee may approve wood fences, provided provisions for proper maintenance of such fences are made.

9.5 Fires. No exterior fires whatsoever, except barbecue fires contained in receptacles provided therefor, shall be allowed.

9.6 Compaction. Each Owner shall be responsible to ensure a minimum of 95% compaction of soil and fill materials under all footings, structural, and flat concrete areas and to ensure a minimum compaction of 90% under all lawn and landscaped areas.

ARTICLE X OWNERS' MAINTENANCE AND PERMIT OBLIGATIONS

10.1 Duty to Maintain. The Owner of each Lot shall maintain his or her Lot and the Improvements thereon in a good state of repair and an attractive, safe, and health condition.

10.2 Repair by Committee. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is in a dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Committee or any Owner may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Committee or any Owner

shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Committee a lien on the Lot and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Committee in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Committee may seek collection of sums advanced directly from the Owner of the Lot in question. In order to claim such a lien, the Committee shall record a notice of lien in the office of the Salt Lake County Recorder, setting forth the amount claimed and the work performed for which such lien is asserted. Unpaid amounts will bear interest from the date advanced at the lawful pre-judgment rate under state law.

10.3 Alteration of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Committee.

10.4 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which remains unrepaired after 90 days following the occurrence of damage shall be deemed a nuisance.

10.5 Storm Water Permits. All Owners who acquire title to a Lot (whether the Owner is a builder, individual person, entity or otherwise) shall obtain their own Storm Water Permits (as defined in Article I above) from the Division of Water Quality (Utah Department of Environmental Quality) prior to commencing any construction-related activities for which a Storm Water Permit is required (including, without limitation, excavating, grading, or otherwise disturbing the surface materials or vegetation on the Lot). The Storm Water Permit may be obtained by filling out an application form online at www.waterquality.utah.gov/updes/stormwater.htm or contacting the Division by telephone at (801) 538-6146. All Owners who seek to engage in any construction-related activities requiring a Storm Water Permit covenant and agree to comply with the Storm Water Permit requirements, including, without limitation, the requirement to develop and implement a Storm Water Pollution Prevention Plan. Owners shall be fully and solely responsible for preventing rain and snowmelt from carrying sediment or pollutants into the streets or any storm drain facilities from any un-landscaped areas of their Lots. Owners covenant and agree not to stockpile any landscaping materials, dirt, gravel or other such materials in the streets. Owners other than Declarant, following their purchase of a Lot, hereby indemnify and hold Declarant harmless from and against any and all claims, liabilities, fines, costs, fees, expenses, judgments, losses and damages resulting from or relating to any failure to comply with the Storm Water Permit requirements for the Owner's Lot or from any storm water drainage or run-off from Owner's Lot, including, without limitation, any and all claims, fines, costs of remediation or clean up, or other expenses imposed by the Division or required or incurred as a result of any action or orders of the Division.

ARTICLE XI
FIRST MORTGAGEES

11.1 First Mortgagee Protection. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Covered Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding. The lien provided for in Section 5.1 hereof shall be subordinate to the lien of any first mortgage or deed of trust which was recorded before any Notice of Lien became recorded.

11.2 Notice of Action. Upon written request to the Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee or insurer or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects a material portion of the Property or any Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor of a First Mortgage;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.3 Financial Statement. The Association shall provide a financial statement for the immediately preceding fiscal year free of charge to any First Mortgagee, insurer or guarantor of a First Mortgage within a reasonable time after written request therefor.

ARTICLE XII
ANNEXATION OF ADDITIONAL PROPERTY

12.1 Annexation. Declarant shall be entitled to annex, from time to time, additional real property adjacent to the Covered Property to the Covered Property and cause such additional real property to become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that a Supplementary Declaration covering the real property to be annexed, shall be executed and recorded by Declarant. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property and all of the Owners of Lots in said annexed real property shall automatically be Members of the Association.

12.2 Development of the Project. Declarant intends to develop the Covered Property and additional property to be annexed to the Covered Property from time to time (collectively, the "Project") sequentially on a multi-phased basis. However, Declarant may elect not to develop all or any part of any phase, to develop the Project in increments of any size whatsoever, or to develop more than one phase at any given time and in any given order. Moreover, Declarant reserves the right to subject all or any portion of a phase or phases to the plan of this Declaration. Although Declarant shall have the ability to annex additional real property as provided above, Declarant shall not be obligated to annex any additional property and no such property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been so executed and recorded.

12.3 Supplementary Declarations. The annexations authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property. Such Supplementary Declarations contemplated above may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be determined by Declarant to be necessary or desirable with regard to the additional real property being annexed. In no event, however, shall any such Supplementary Declaration or any merger or consolidation revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

12.4 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer covenants, conditions and restrictions established by this Declaration within the Covered Property, together with the covenants and restrictions established upon any other property as one plan.

ARTICLE XIII GENERAL PROVISIONS

13.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

13.2 Remedies.

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

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

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

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

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

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

13.5 Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the Covered Property, Declarant's approval to any amendment shall be required. Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment.

13.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Covered Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions contained herein against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

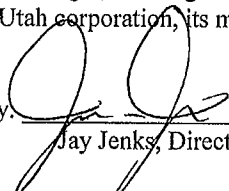
13.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon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

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

Executed on the date stated above.

Herriman Springs Developers, LLC,
a Utah limited liability company

By: Its Manager, Oakridge Development, Inc.
a Utah corporation, its manager

By:  _____

Jay Jenks, Director

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

The foregoing instrument was acknowledged before me this 7 of August, 2012, by Jay Jenks, in his capacity as director of Oakridge Development, Inc., which is the Manager of Herriman Springs Developers, LLC.



NOTARY PUBLIC

SEAL:

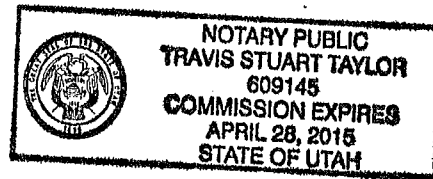


EXHIBIT "A"

[LEGAL DESCRIPTION OF THE COVERED PROPERTY]

A part of the Southwest Quarter of Section 10, Township 4 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning the Northeast Corner of The Cove at Herriman Springs Phase C1 Subdivision, on the Northerly Line of Vista Springs Drive as it exists at 30.00 foot half width, located 203.40 feet North 89°18'10" West along the Section Line and 255.95 feet North 0°41'50" East from the South Quarter Corner of said Section 10; and running thence along said Northerly Line the following three courses: Southwesterly along the arc of a 430.00 foot radius curve to the left a distance of 50.18 feet (Center bears South 9°54'00" East; Central Angle equals 6°41'11" and Long Chord bears South 76°45'25" West 50.15 feet) to a point of tangency; South 73°24'49" West 84.85 feet to a point of curvature; and Southwesterly, Westerly and Northwesterly along the arc of a 790.00 foot radius curve to the right a distance of 315.57 feet (Central Angle equals 22°53'15" and Long Chord bears South 84°51'27" West 313.48 feet) to a point of compound curvature; thence Northwesterly, Northerly and Northeasterly along the arc of a 13.50 foot radius curve to the right a distance of 21.28 feet (Central Angle equals 90°19'04" and Long Chord bears North 38°32'24" West 19.15 feet) to a point of compound curvature on the Easterly Line of Spring Canyon Drive as it exists at 30.00 foot half-width; thence Northeasterly along the arc of a 2050.00 foot radius curve to the right a distance of 136.71 feet (Central Angle equals 3°49'15" and Long Chord bears North 8°31'45" East 136.68 feet) along said Easterly Line; thence Easterly and Northeasterly along the arc of a 120.00 foot radius curve to the left a distance of 74.37 feet (Center bears North 4°55'12" East; Central Angle equals 35°30'27" and Long Chord bears North 77°09'58" East 73.18 feet); thence South 30°35'15" East 52.62 feet; thence North 88°25'38" East 107.56 feet; thence North 73°24'49" East 220.53 feet; South 7°51'31" East 124.36 feet to the Northerly Line of said Vista Springs Drive and the point of beginning.

Also:

A Part of the Southwest Quarter of Section 10, and the Northwest Quarter of Section 15, Township 4 South, Range 2 West, Salt Lake Base and Meridian. U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Easterly Line The Estates at the Cove Phase 1 Subdivision, located 845.80 feet North 89°18'10" West along the Section Line from the South Quarter Corner of said Section 10; and running thence North 18°22'15" West 28.31 feet to the Southwest Corner of Lot 538, The Cove at Herriman Springs Phase 5C; thence South 88°58'14" East 127.36 feet along the Southerly Line of said Lot 538 to the Southeast Corner thereof on the Westerly Line of Spring Canyon Drive as it exists at 30.00 foot half-width; thence along said Westerly Line the following two courses: Southwesterly along the arc of a 2110.00 foot radius curve to the left a distance of 61.60 feet (Center bears South 88°19'38" East; Central Angle equals 1°40'22" and Long Chord bears South 0°50'11" West 61.60 feet) to a point of tangency; and South 179.37 feet; thence North 89°46'50" West 139.89 feet to the Easterly Line of said The Estates at the Cove Phase 1 Subdivision; thence along said Easterly Line the following three courses: North 8°46'56" East 122.15 feet; North 3°03'10" East 91.73 feet; and North 18°22'15" West 3.71 feet to the point of beginning.

Total Area Contains 87,805 sq. ft. or 2.016 acres (6 Lots)

parcels
32 10 381 001
32 10 381 002
32 10 381 003
32 10 381 004
32 15 128 001
32 15 128 002