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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEP RT REC'D FOR RAINEY DEVELOPMENT

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF THE TUSCANY VILLAGE SUBDIVISION

07-272-0001 HRU 0022 07-272-0021 HRU 0013  
THIS DECLARATION is made this 26 day of February, 2009, by Rainey Development, Inc., a Utah corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property hereinafter referred to as the "Covered Property" in Farmington City, Davis County, State of Utah, more particularly described as follows:

All of Lots 1-22 and 24-43 in the Tuscany Village P.U.D. Subdivision.

WHEREAS, Declarant intends that all of the lots within the Covered Property, and each of them together with the common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE Declarant hereby declares, for the purpose of protecting the value and desirability of the Covered Property, that all lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Covered Property, and be binding on all parties having the right, title, or interest in the Covered Property or any part thereof, their heirs, successors, and assigns, and shall insure to benefit of each owner thereof.

ARTICLE I  
DEFINITION

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

1. "Association" shall mean the Tuscany Village Owners Association, which each Owner of any Lot shall automatically become a member of upon acquiring title to the Lot, as provided in Article V of this Declaration.
2. "City" shall mean the city of Farmington, Utah and its appropriate departments, officials, and boards.
3. "Committee" shall mean the architectural review and management committee created under Article III of this Declaration, which Committee shall be responsible for enforcing the architectural standards and restrictions set forth in this Declaration and managing the affairs of the Association (or hiring a management company to do the same), as set forth in this Declaration.
4. "Covered Property" shall have the meaning set forth above.
5. "Declarant" shall mean and refer to Rainey Development, Inc., and its successors and assigns.
6. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, together with any subsequent amendments or additions.

7. "Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.
8. "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.
9. "Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Covered Property.
10. "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 any obligation, including the trustee and/or beneficiary under deed of trust or mortgagee under a mortgage.
11. "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 Davis County Recorder; as such plat may be amended from time to time.
12. "Subdivision Improvements" shall mean all improvements and facilities to be included outside of the boundaries of Lots, 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 the subdivision of the Covered Property.
13. "Wetland Mitigation Plan" shall mean that Final Wetland Mitigation and Monitoring Plan for the Tuscany Village Residential Subdivision, accepted by the City as part of the Development Agreement between the City and Declarant, to which the Covered Property is subject.
14. "Wetlands" shall mean those portions of the Covered Property identified on the Plat as Wetlands areas, in Parcels A, B, C, and D.

ARTICLE II  
RESTRICTIONS ON ALL LOTS

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, as the same may be amended, repealed or modified by the City from time to time, and no Lot may be occupied or used in a manner that violates any such applicable ordinances or codes.
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-based occupation entirely within a Dwelling.
3. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

4. 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.

5. Livestock, Poultry and Pets. With the exception of Lot 43, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that 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.

6. Underground Utilities. All gas, electrical, telephone, television, cable, DSL, 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.

7. 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.

8. 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 garbage bins; 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 any visually unappealing manner.

9. 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.

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

11. 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.

12. 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.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the Lot shall be over 6 feet in height or include any sight obscuring fences unless approved in writing by the Committee.

ARTICLE III  
ARCHITECTURAL REVIEW AND MANAGEMENT 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 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.

1. Committee Composition. The Committee will consist of at least three members, who must be Owners or appointees of Declarant. So long as Declarant or its successor owns at least twenty-five percent (25%) of the Lots, the Declarant or its successor has sole authority to appoint and remove Committee members, including filling vacancies. On the date two years after eighty percent (80%) of the Lots have been sold by Declarant, 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 members of the Committee from among the Owners. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

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 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 shall be sought in the following manner:

a. Review. Within ten (10) days from receipt of a complete submission of proposed plans and related information, the Committee will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If the plans do not comply, they shall be rejected. If the plans are in compliance, the Committee shall 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 final approval, and no final approval will be granted with 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 will be permitted unless it strictly complies with the approved plans.

3. 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.

4. Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee or Declarant for any loss, damage, claim, 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 itself, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

5. 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 IV ARCHITECTURAL RESTRICTIONS AND LANDSCAPING

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

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.
2. Guest House, Barns, and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to each other in style and materials, including roof material.
3. Dwelling Size.
  - a. A rambler one-story home - The required minimum above ground floor finished space shall be 1500 square feet with a minimum of two car garage
  - b. A two-story home - The required minimum above ground floor finished space shall be 1800 square feet with a minimum of two car garage.
4. Exterior Requirement. No structure shall be built unless 100% of all of the faces of the structure are made of brick, stone, cultured stone, hardieplank/hardiboard, or stucco. 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. Wainscoat is acceptable.
5. Roof Design. Roof pitches must be within a range of 8/12 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. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum, copper or galvanized metal painted to match the adjoining roof color.
6. 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. 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 pillar supporting any deck must be between eight and sixteen inches in width. The area under any deck must be either 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, stained or finished with stucco.

8. Mail Boxes. The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the city. The Owner is solely responsible to obtain instructions for proper mailbox installation and location from said entities.

9. Landscaping. 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:

a. Lawn and Landscaping Required. Initial landscape requirements are as follows: The owner is to initially landscape all front and side yards (to the rear of the home) in a manner prescribed herein and as accepted and approved by the Architectural Control Committee; and, complete said landscaping within 3 months (90 calendar days) of builder's receipt of a Certificate of Occupancy from Farmington City (weather permitting), or in the event that weather doesn't permit, commencement of landscaping shall begin no later than April 1<sup>st</sup>. In either case, all of the aforementioned landscaping requirements shall be completed within a ninety-day period. Back yard landscaping shall be completed within 6 months of receipt of certificate of occupancy. The Committee shall be entitled to require a bond from the Owner in the event that winter conditions do not permit the completion of landscaping prior to occupancy of the Dwelling, in such amount and under such terms as are determined by the Committee. 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. Owners shall maintain the landscaping of their Lots in good, well-kept condition, as reasonably determined by the Committee.

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

## ARTICLE V THE ASSOCIATION: MEMBERSHIP AND ASSESSMENTS

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.

2. Committee Members. Members of the Committee shall be Owners or appointees of the Declarant. The affairs of this Association shall be managed by the Committee. When Declarant relinquishes control of the Committee to the Owners pursuant to the provisions of Article III above, the Committee shall be managed by at least three (3) and no more than five (5) Committee members, an odd-number of Committee members being required. The Committee shall take actions by majority vote of the Committee members. Committee Members shall serve two (2) year terms, and shall be elected by the Owners such that the candidates receiving the highest number of votes shall be deemed elected to fill the vacant positions on the Committee. If two or more Committee Memberships are vacant, then the candidates receiving the highest, second highest, and so on number of votes shall be deemed elected to fill

the vacant positions on the Committee. However, each Lot shall only be allowed one (1) vote, regardless of the number of vacant positions. If any Committee member resigns during his or her term, the remaining members of the Committee may appoint another Owner to fill the remainder of such term. The Committee may adopt reasonable rules and regulations to implement and further carry out the provisions of this Declaration, so long as such rules and regulations are not inconsistent with the provisions of this Declaration and are reasonably calculated to benefit the Association and the Owners as a whole. The Committee may also delegate its duties and responsibilities to a manager or a management company.

3. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, including Declarant, by acceptance of a deed therefore, 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 Committee 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 Committee of Committee Members or by the managing agent of the Association and may be recorded in the county recorder's office of Davis County. 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. To the extent the Association has inadequate funds to fulfill its obligations and purposes, the Committee may levy a special assessment to raise sufficient additional funds to fulfill its obligations and purposes.

4. Purpose of Assessments and Duties of Association. 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 repair of common areas deeded to the Association by the Declarant, including the Wetlands. The common areas that the Association shall be responsible to maintain and repair include, but are not limited to, the entry feature to the Covered Property, the detention basin, any and all common landscaping features that are not located within a Lot, any and all common security or communications systems provided to the Owners as a whole, and the Wetlands. The Wetlands shall be maintained by the Association in accordance with the Wetland Mitigation Plan. The Association shall have primary responsibility to ensure that the reporting and maintenance requirements in the Wetland Mitigation Plan are performed. Assessments may also be levied, collected and used to pay a manager or management company which may be hired to manage the Association, collect assessments, and maintain and repair any of the items for which the Association is responsible under this Declaration. The Committee shall estimate the revenues needed for each Calendar year, and shall adopt a budget for such expenses. The annual assessments to be paid by each Lot (and the Owners thereof) shall be calculated based on the

annual budget, with each Lot paying an equal share of the annual budget. Each Lot's share of the annual budget shall be the annual assessments pertaining to such Lot, and shall be paid on a periodic basis (monthly or quarterly) as the Committee deems appropriate. The assessments shall only be used for valid Association purposes, for the common benefit of all Owners.

5. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) 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 common areas and facilities 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.

6. 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; 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. 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.

7. Payment from Closing. All initial Owners of Lots shall be required at the closing of their purchase of the Lot(s) to place an additional \$50.00 in escrow with the escrow agent, which shall be turned over to the Association on a quarterly basis to be used to fund the Association's common expenses.

## ARTICLE VI GENERAL PROVISIONS



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

2. Community Association Act. The Association shall be governed by and subject to the provisions of the Utah Community Association Act, Utah Code Ann. § 57-8a-101 et seq., as the same may be amended from time to time, so long as such statutory provisions are not inconsistent with the provisions of this Declaration.

3. 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, or by the Committee in its own name. 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.

b. Nothing in this Declaration shall be construed to limit 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.

4. 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.

5. Limited Liability. Neither the Declarant, the Committee or its individual members, nor any 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.

6. 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 shall be necessary for any amendment to be valid or effective. Any amendment of this Declaration shall not be effective until it has been approved by the requisite number of Owners and has been filed of record in the Davis County Recorder's Office against each of the Lots included in the Covered Property. No amendment to this Declaration will be binding on the holder of any then-existing mortgage or trust deed unless the holder of the same consents to the amendment. Amendments, however, shall be binding on subsequent holders of mortgages or trust deeds whose liens are filed of record after the amendments have been filed of record.

7. 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 reference to this Declaration in the instrument by which he acquires his interest in any Lot.

8. Notices. All notices under this declaration are deemed effective 72 hours after mailing, whether delivery 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.

9. 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.

10. Mortgagee Protection Provision. 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.

Executed on the date stated above.

Rainey Development, Inc., a Utah corporation

Brock Johnston  
By: Brock Johnston  
Its: MANAGER

State of Utah )  
                                  :SS  
County of Davis )

The foregoing instrument was acknowledged before me this 26 of February, 2009, by Brock Johnston, as manager of Rainey Development, Inc.

Molly M. Farrand  
NOTARY PUBLIC

Residing at: Centerville, UT

Seal:

