

WHEN RECORDED, PLEASE MAIL TO:

Blackhawk Estates, LLC
11650 South State Street
Suite 300
Draper, Utah 84020
Bach Homes

11015067
08/20/2010 02:38 PM \$59.00
Book - 9851 Pg - 375-389
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BLACKHAWK ESTATES LLC
11650 S STATE ST STE 300
DRAPER UT 84020
BY: ZJM, DEPUTY - WI 15 P.

38-21

DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BLACKHAWK ESTATES

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLACKHAWK ESTATES (this "Declaration") is made and executed this 20th day of August, 2010, by Blackhawk Estates, LLC ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in Herriman City, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a subdivision to be known as Blackhawk Estates (the "Project").

B. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to perform such other acts as shall generally benefit the Project and the homeowners.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

I. DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

- a) "Additional Land" shall mean and refer to any land located in Salt Lake County, Utah, whether or not owned by Declarant, that is made subject to this Declaration pursuant to Article V hereof.
- b) "Committee" shall mean and refer to the Blackhawk Estates Architectural Control

Committee established pursuant to Article II hereof.

- c) "Common Area" shall mean the Tot Lot and Open Space as shown on the Blackhawk Estates plat and any other land within the Project, if any that is designated as Common Area by this Declaration and areas shown or otherwise designated as Common Area on the Plat, or pursuant to the Plat notes.
- d) "Declarant" shall mean and refer to Blackhawk Estates, LLC, a Utah limited liability company and/or any successor to said company which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor.
- e) "Development Period" begins with the recording of this Declaration and continues until the later to occur of the following: (i) December 31, 2014, and (ii) six months after the Declarant no longer holds any Lots for sale in the Project in the normal course of business. The Declarant may terminate the Development Period sooner by recording in the office of the Salt Lake County Recorder an amendment to this section of the Declaration.
- f) "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.
- g) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner".
- h) "Plat" shall mean and refer to the following duly approved and recorded plats:
 - i. The plat filed herewith in the office of the Salt Lake County Recorder, entitled Blackhawk Estates; and
 - ii. Any plat(s) including any Additional Land, but only after the recordation of such plat(s) and only if and after the recordation in accordance with Article V hereof of supplement(s) to the Declaration adding the real property covered by such plat(s) to the Project and subjecting such real property to the Declaration.
- i) "Project" shall mean the Blackhawk Estates, as shown on the Plat and governed by this Declaration. The Project is separated into three phases, and is intended to include approximately 69 Lots.
- j) "Property" shall mean and refer to that certain real property located in salt Lake County, State of Utah, and more particularly described on Exhibit A hereof, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with law and the provisions of this Declaration.

II. ARCHITECTURAL CONTROL COMMITTEE

2.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to

protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Blackhawk Estates Architectural Control Committee (the "Committee").

2.2 Creation. The initial Committee will consist of the Declarant until after expiration of the Development Period. After the end of the Development Period, the Committee shall consist of three members, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for Declarant, all members of the Committee must be Owners at the time of their appointment. Should any such member move his or her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. At such time that the Development Period ends, the Declarant shall be released from responsibility of the Committee, and the reorganization of the Committee shall be by a two-thirds (2/3) majority vote of the then current Owners within the Project.

In the event of violation of any of the provisions of this Declaration, the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

2.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects; landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration and to carry out the provisions set forth herein.

Each Lot Owner (other than Declarant) may be required to pay a \$100 Design Review Fee to the Committee before any home plans shall be reviewed or approved by the Committee. The \$100 fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

3.1 Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two (2) vehicles and not more than three (3) vehicles without the prior approval of the Committee.

3.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in the Project may make, homes of superior design are required. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. In connection with the initial construction of a home on a Lot, no landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained,

improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or material change to the exterior color scheme of a structure, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. If any proposed modification is reasonably expected to alter drainage in the area, then the Committee is authorized to require the Owner to provide a topographical plan for review by the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Herriman City and complying with applicable government codes.

No construction of home or landscaping may commence without approval by the Committee of the following working drawings.

- (a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed elevations, indicating all materials and showing existing and finished grades.
- (c) Detailed sections, cross and longitudinal.
- (d) Complete descriptions and color samples of materials to be used on the exterior of the residence.

3.3 Construction Quality, Size, and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials and shall have a fair market value upon completion of not less than \$100,000 excluding land value, loan costs and closing fees. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth-toned colors, shall be permitted. Except as provided below, all exterior material must be new, except pre-approved used brick, and consist of brick, stone, rock, stucco, hardiplank, hardiboard (collectively, "Approved Materials"), or other materials approved in writing by the Committee. The foregoing restriction on building materials does not apply to roofing, windows, doors, rain gutter, and soffit and fascia. No structure shall be built with less than 20% of the front elevation composed of brick, rock, or stone. The side and back elevations may have any combination of the Approved Materials. No aluminum or vinyl exterior siding on homes shall be permitted in the Project (aluminum soffit and fascia is acceptable). No wood exterior siding shall be permitted in the Project with the exception of a masonite-type material in combination with brick, rock, and/or stucco if approved by the Committee. All exterior materials and colors are to be specified on plans and submitted for

approval by the Committee. Structures with the same front elevation shall be at least three (3) houses apart from each other, and shall not be located directly across the street from each other.

No flat roofs shall be permitted in the Project. Pitched roofs shall be at least 5/12 pitch and no greater than 12/12. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc. A minimum width of 6 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

Dwelling size requirements:

(A) A Rambler, One-story home shall not be less than 1200 square feet above grade.

(B) A two-story home shall have not less than 800 square feet on the main floor, and not less than 1600 square feet of finished living area above grade.

The calculation of square footage of any style shall exclude garages, porches, verandas, carports, patios, basements, porches, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to satisfy the minimum square footage requirement. The minimum Lot width for all Lots on the Property shall be seventy (70) feet at the front setback line. Any deviations from this requirement must be approved in writing by the Committee.

3.4 Construction Time. The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed 12 months from start to finish. "Start" shall be the first date any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

3.5 Building Location and Setbacks. No building shall be located on any Lot nearer to the front lot line or the rear lot line or the side lot line than the minimum building setback as shown on the recorded plat. The minimum building setbacks are as follows:

(a) Standard Lots:

- Front setback: 23 feet
- Rear setback: 20 feet
- Side setback: 6 feet with a total of 14 feet on both sides

(b) Setback Exceptions for Irregular Shaped Lots:

- Front setback: 18 feet (20 feet to garage)
- Rear setback: 20 feet, provided that up to 100 square feet of the main floor dwelling unit may have a 15 foot setback (e.g., corner of home or bay windows)

(c) Setback Exceptions for Corner Lots:

- Side street setback: 20 feet, except if the home has a third car garage, then setback may be reduced to 15 feet

3.6 Landscaping. Any trees, lawns, shrubs, or other planting provided by Declarant shall be

properly nurtured and maintained by the Owner of the Lot if located on a Lot.

Lawn, patio, and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform to the natural beauty and color of the Project and must be approved by the Committee.

Each dwelling shall have installed an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

(a) Deadline for Completion of Landscaping. 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 May 15th. Remaining landscaping to be completed by home owner no later than 12 months following occupancy.

(b) Parkstrip Landscaping. All parkstrips shall be landscaped in accordance with any existing Herriman City ordinances.

3.7 Temporary Occupancy and Temporary Buildings. No trailer, tent, shack, garage; or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

3.8 Accessory Structures. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material. Detached garages shall not be allowed without the prior written approval of the Committee.

3.9 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. TV dishes will be allowed, provided they are placed or screened so they are not readily visible to

neighboring Lots and streets. The location of TV dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee.

3.10 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Marketing and development activities by the Declarant and normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, construction equipment, or construction or commercial vehicles of any nature shall be parked or stored on any street located within the Project. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Project for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress from the Project.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

3.11 Signs. Except as provided in this Section 3.11, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale. 'For Rent' signs are prohibited. Notwithstanding the foregoing, signs used by a builder, developer or Declarant may be up to 160 square feet in size and may be displayed to

advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small businesses conducted in the home or on a Lot is prohibited.

3.12 Animals. The Project is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Project. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that domestic dogs (a maximum of two), cats, and other household pets may be permitted by the Committee as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Committee and are not a nuisance or kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Project. All dogs going outdoors must be on a leash under the direct supervision and control of the Owner or confined to a dog run or kennel on the Owner's Lot. The manner and location of all dog runs or kennels must be approved by the Committee.

In addition, those purchasing Lots acknowledge that they are moving into an area where there are property owners who have or will have rights to maintain large animals on their properties. Buyers understand and agree not to oppose or further limit such animal property rights. Additionally, new buyers understand that the area is subject to normal everyday sounds and odors and all other aspects associated with said animal lifestyle.

3.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 3.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

3.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

3.15 Building Height. No Lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting any area below finished grade) or thirty (30) feet, whichever is less. Height shall be measured as the vertical distance from average finish grade surface at the building wall to the deck line of a mansard roof or the mean level between eaves and ridge for gable, hip or gambrel roofs. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. If Herriman City Ordinances are more restrictive, then they shall govern.

3.16 Non-Residential Use. No gainful occupation, profession, or other non-residential use

shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and obtaining a conditional use permit from Herriman City. From time to time, the Committee may establish exceptions to such prohibited uses (e.g., piano lessons).

3.17 Fuel Storage. No tank for storage of fuel may be maintained or installed without the prior written consent of the Committee and the appropriate officials of Herriman City. Small propane tanks for BBQ grills are permitted.

3.18 Building Material Storage. Prior to the commencement of construction, no building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

3.19 Easements. Easements for installation of and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. An easement in favor of South Valley Sewer District exists in the north east corner of the Project for the purpose of maintaining sewer lines. This easement may be released at such future time as the sewer line is no longer needed. The Committee and the applicable utility company are authorized to remove vegetation located in any such easement area.

3.20 Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks. Gravel areas are not permitted.

3.21 Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

3.22 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

3.23 Fences and Walls. All fencing material throughout the Project shall be (i) vinyl, (ii) tan in color, and (iii) in compliance with Herriman City regulations. Any wall to be constructed must be approved by the Committee. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any area designated by Herriman City as non-buildable. Fences, walls, or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials (other than pre-construction natural

vegetation) shall be maintained within: (i) a required front yard; and (ii) in any portion of a rear yard which is highly visible from any Project street or non-adjoining Lot because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by the Committee.

On corner Lots, no fence or other similar structure shall be erected to a height in excess of three (3) feet in any side yard bordering a street. All fences and walls may require a building permit from Herriman City and must have prior written approval of the Committee.

In order to provide consistency along 6400 West, all Owners of Lots with property lines along 6400 West shall provide six (6) foot, tan, vinyl privacy fencing, or other similar fencing as required by Herriman City, along the section of the Lots bordering 6400 West.

Developer-installed fencing must remain intact by Owners and may not be altered in any way without written permission from both the Committee and Herriman City. This includes vinyl fencing along the South boundary of Lots 111 through 121 and Lots 301 through 305 and the East boundary of Lots 109, 110, 111, and 210 through 213 and 4-rail tan vinyl fencing along the North boundary of Lots 201 through 209 and Lots 310 through 316.

3.24 Parking and Storage. No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative or unregistered automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard building setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard set back in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given Lot.

3.25 Water Discharge. It shall not be permitted for any person owning, occupying, or having control of any Lot to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, or adjoining Lot. This is intended to require that the Owner maintain water on his Lot.

3.26 Basements and Collapsible Soils. Due to possible collapsible soils at or near the foundation footing depth, the building of basements within the Project shall be done in strict accordance with the recommendations set forth in that Geotechnical Evaluation Blackhawk Estates Subdivision along with any amendment letters, prepared by Western Technologies, Inc. on February 23, 2007 for Herriman Hollow LLC. Owners who build any structures below natural grade do so at their own risk. Each owner acknowledges that it has been advised regarding the existence of collapsible soils and assumes all risks arising out of or related to basements or below grade structures, and waives all claims and actions against Herriman City, Blackhawk, LLC, (including its officers, employees, agents and affiliates) Bach Homes, LLC (including its officers,

employees, agents and affiliates), Herriman Hollow LLC, Pangea Development LLC, Development First LLC, Castle Creek Investments LLC, and their respective partners, members and managers arising in connection with the building of any structures below natural grade.

3.27 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project.

3.28 Supplemental Use Restrictions Upon Expansion. In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Declaration.

3.29 Maintenance of Common Areas. Herriman City, or its duly delegated representative, shall maintain and otherwise manage any open space or Common Areas, as shown on the recorded plat. Landscaping and irrigation systems for such shall be installed and maintained in accordance with the landscape plan submitted as part of each phase of the Project. Common Areas may consist of flowers, trees, grass, shrubs, ground cover or natural vegetation. All Common Areas shall have automatic irrigation systems installed, where applicable. These spaces shall be maintained, groomed and manicured by Herriman City on a regular schedule sufficient to keep them in an attractive and clean condition.

3.30 Governing Bodies. Each Lot within the Project shall be subject to the dues, assessments, rules and regulations of applicable governmental entities and districts, including without limitation the following: Herriman City, South Valley Sewer District, Salt Lake County Flood Control, and any other governmental or quasi-governmental agency that has levy rights on Lots within the Project.

IV. AMENDMENTS

4.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting seventy-five percent (75%) of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten-year extension. This Declaration may be terminated at any time if at least seventy-five percent (75%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose; provided, however, that Declarant must consent to any termination during the Development Period. If the necessary votes are obtained, the Owners shall cause to be recorded in the office of the Salt Lake County Recorder a "Certificate of Termination," duly signed by the Owners, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect.

4.2 Amendments. This Declaration may be amended by recording in the office of the Salt Lake County Recorder a "Certificate of Amendment," duly signed and acknowledged as required

for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the Owners casting seventy five percent (75%) of the votes at the election voted affirmatively for the adoption of the amendment.

(a) Any amendment during the Development Period shall require Declarant's consent. Rights reserved to the Declarant may not be amended at any time without the specific consent of the Declarant. The Declarant specifically reserves the absolute and unconditional right, at any time during the Development Period, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to clarify, explain or make more certain any the Declaration's provisions or to correct errors, omissions or inconsistencies, (iv) to accommodate any public use, school use, park use, church use, or street or easement use, (v) to voluntarily terminate the Development Period, or (vi) to make any other modification to this Declaration, in Declarant's sole discretion, to facilitate the development of the Project or the development or use of one or more Lots or improvements, including without limitation, changing Lot layouts, Lot numbers, any restrictions or obligations set forth in Article 3 of this Declaration, amending the Plat, etc.

V. EXPANSION OF PROJECT

5.1 Right to Expand and State of Title to New Lots. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time to time by adding to the Project the Additional Land. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Owner, Mortgagee, or the Committee) and shall be limited only as specifically provided in this Declaration. Any Additional Land shall be deemed added to the Project and, subject to the terms of this Article V, after the recordation of such supplement and plat, title to each Lot thereby created within the Additional Land concerned and its appurtenant right and easement of use and enjoyment in and to the Common Areas shall be vested in and held by Declarant, and none of the other Owners shall have any claim or title to or interest in such Lot and such Lot's appurtenant nonexclusive right and easement of use and enjoyment to the Common Area.

5.2. Rights and Statements Respecting Additional Land. Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof:

(a) The Additional Land may be added to the Project at any time (within the limits herein prescribed) and from time to time.

(b) There are no limitations or requirements relative to the size, location, or configuration of the Additional Land which can be added to the Project or relative to the order in which the Additional Land can be added to the Project.

(c) There are no limitations or requirements (other than zoning and subdivision restrictions as they may exist or be modified from time to time) relative to the layout, design,

size, location, density, permitted uses, legal structure, or other characteristics of the Lots to be created on the Additional Land added to the Project.

(d) Any structure erected on a portion of the Additional Land added to the Project will be constructed in a good and workmanlike manner.

(e) In conjunction with the addition to the Project of the Additional Land, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such other land as Declarant deems necessary.

(f) The maximum number of Lots which may be created on the Additional Land is two hundred (200). There is no restriction concerning the size of commercial, retail, or recreational facilities that may be constructed on the Additional Land.

(g) Taxes and assessments relating to the Additional Land added to Project and relating to a period prior to the addition of such Additional Land to the Project shall, prior to such addition, be either paid by the Declarant if then due or escrowed for later payment with a title company in the State of Utah if not then due.

5.3 Procedure for Expansion. The supplements to this Declaration by which addition to the Project of the Additional Land is accomplished shall be executed by Declarant; shall be in recordable form; shall be filed for record in the office of the County Recorder of Salt Lake County, Utah, on or before twenty (20) years from the date that this Declaration is recorded; and shall contain the following information for the Additional Land which is being added to the Project:

(a) Data sufficient to identify this Declaration and the plat respecting the Additional Land being added to the Project.

(b) The legal description of the Additional Land being added to the Project.

(c) Any amendments, supplements, or replacements to or for the standards and restrictions set forth in Article IV of this Declaration.

(d) A statement that such Additional Land shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, as said Declaration may be amended or supplemented in accordance with the immediately foregoing subsection.

(e) Such rights-of-way and/or easements as are being reserved by Declarant pursuant to subsection 5.2(e) of this Article 5.

(f) Such other matters as Declarant may deem to be necessary, desirable, or appropriate.

(g) Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At

any point in time, the Declaration for the Project shall consist of this Declaration, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

5.4 No Obligation to Expand. Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the addition to the Project of any Additional Land; (ii) the creation or construction of any Lot or other improvement; (iii) the carrying out in any particular way or within any particular time of any development or addition to the Project which may be undertaken; or (iv) the taking of any particular action with respect to the Additional Land.

5.5 Owners' Obligations Concerning Expansion of Project or Development of the Additional Land. Each Owner, by acquiring his interest in the Project, agrees not to inhibit or oppose Declarant's future development of the Additional Land (whether or not added to the project) and the obtaining of necessary approvals therefore. Without limiting the scope of the immediately foregoing sentence, no Owner, directly or indirectly, shall oppose such development in public meetings, by petition, or by legal actions.

VI. MISCELLANEOUS

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

6.2 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect (unless otherwise terminated hereunder) for the period of 21 years following the death of the last survivor of the issue of Mitt Romney, and the now living children of such issue, or whatever greater time period that may be allowed by applicable law.

6.3 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

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

