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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
KENNETH G. KELLER  
4959 COTTONWOOD LANE  
HOLLADAY CITY UT 84117  
BY: MGP, DEPUTY - WI 18 P.

AFTER RECORDING, PLEASE RETURN TO:

~~Dennis K. Poole, Esq.~~ Ken Keller/Keller Development Co.  
~~Pool & Associates, L.C.~~ 4959 Cottonwood Lane  
4885 South 700 East, Suite 200 Holladay City UT  
Salt Lake City, Utah 84107 84117

Lot Nos. 28-31-255-020  
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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration"), dated as of the 10<sup>th</sup> day of December, 2019, is executed by KEN KELLER, an individual ("Keller" and or "Declarant"), whose address for purposes of notice is 4959 Cottonwood Ln. - Holladay City UT 84117

**RECITALS:**

A. Keller is the owner of four (4) Lots located in the City of Draper, Salt Lake County, State of Utah ("City"), more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (collectively the "Real Property" or the "Lots", and one or more Lots referred to herein as a "Lot" or the "Lots" as the context requires).

B. Keller desires to develop the Real Property into a residential project (the "Project") consisting of Living Units to be single-family residences located upon each of the Lots.

C. In connection with the development of the Project, Declarant intends to construct: (i) driveways, sidewalks and points of ingress and egress depicted on the attached Exhibit "B", incorporated herein by this reference (the "Access Area") which are intended to be used by the users of all Lots for access to public streets; and (ii) Utility Easements, with utility lines installed, which are intended to be used for all improvements located upon the Lots.

D. Declarant desires to establish with respect to the Lots certain covenants and restrictions with respect to the Circulation Area, the use of improvements to be constructed upon the Lots and the use of Utility Lines, all on the terms and conditions set forth in this Declaration.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant makes the following declarations, creates the following easements and establishes the following covenants and restrictions, all of which apply to, bind, affect and run with title to each Lot.

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1. Definitions. Certain terms that are used in this Declaration are defined in this Declaration prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

1.1 "Access Area" or "Access Areas" means, any driveway or sidewalk located upon a Lot, which areas are intended for vehicular and pedestrian traffic. A graphic description of the Access Area as now contemplated and approved by the City is attached to this Agreement as Exhibit "B".

1.2 "Access Area Improvements" means all improvements, of whatever kind or character, to the Access Area, including, without limitation, driveways, walkways, curbs, gutters, and improvements required by the City.

1.3 "Benefitted Parties" or if only one, a "Benefitted Party" means, with respect to a Lot, the Owners and Occupants of that Lot, and their respective guests and invitees.

1.4 "City" shall mean the City of Draper, a municipal corporation of the State of Utah.

1.5 "City Code" shall mean the laws and ordinances of the City as may be adopted and amended from time to time.

1.6 "Governmental Authorities" or if singular, "Governmental Authority" means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Lot or its use, operation, maintenance or development.

1.7 "Governing Laws" shall mean all laws, ordinances, regulations, orders, judgments and other legislation pertaining to and governing the Project or the activity or matter in question.

1.8 "Landscape Plan" shall mean that certain Street Tree and Landscape Plan required of the Declarant by the City providing for the installation and maintenance of certain trees and other landscape materials upon Lots and within the 300 East Street right-of-way adjacent to certain Lots, which Landscape Plan is attached hereto as Exhibit "C".

1.9 "Living Unit" shall refer to a structure which is located upon a Lot and is intended for use and/or occupancy by Owners and Occupants.

1.10 "Lot" or "Lots" shall have the meaning set forth in Recital A.

1.11 "Lot No." means a number assigned to each Lot for purposes of identification. As of the date hereof, the Lot No. for each Lot is set forth on Exhibit "A".

1.12 "Manager" means the Person designated as Manager pursuant to Section 3.

1.13 "Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on one or more Lots or a portion of a Lot as security for the payment of indebtedness.

1.14 "Mortgagee" means the mortgagee, beneficiary or other secured party under a Mortgage.

1.15 "Occupant" means any person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Lot or portion of any Lot including but not limited to a Living Unit or other authorized improvement located thereon.

1.16 "Owner" means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee or an undivided fee interest in any Lot. Except as set forth below, in the event that, at any time, there is more than one Owner of the Lot, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Lot encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

1.17 "Participation Percentages" means twenty-five percent (25%) with respect to each of the Lots.

1.18 "Person" means a natural person or a legal entity.

1.19 "Plat" shall mean the subdivision plat of the Real Property and which is subjected to the term of this Declaration, as amended, and which is approved by the City and is recorded in the official records of the Salt Lake County Recorder.

1.20 "Project" shall have the meaning set forth in Recital B.

1.21 "Single Family Use" shall mean for Living Units intended to be occupied for residential purposes, occupancy of each such Living Unit by: (a) any number of people who are all related by blood, marriage, adoption, or court sanctioned guardianship; (b) not to exceed two (2) unrelated people; or (c) not to exceed two (2) unrelated adults and any minor children related to such adults; provided the total number of occupants per Living Unit does not exceed that number permitted in a Living Unit as provided by applicable Governmental Authority or quasi-Governmental Authority or by

rules and regulations adopted by the Declarant or Owners; provided that one of the unrelated people or adult occupants specified in (b) or (c) above are not involved in a for-profit endeavor (i.e., subleases are prohibited). Permitted Occupants for residential purposes do not include (a) individuals who occupy a Living Unit as a society, club, fraternity, sorority, association, lodge, federation, coterie or like organization; (b) any group of individuals whose association is temporary (meaning less than 30 days) or seasonal in nature; or (c) any group of individuals who are in a group living arrangement as a result of criminal offenses.

1.22 "Utility Line" or "Utility Lines", when referring to more than one, means the (i) sanitary sewer lines (excluding lateral lines utilized solely for the benefit of one building), manholes and other related facilities; (ii) culinary water lines (excluding lateral lines utilized solely for the benefit of one building), valves, gates, manholes, and other related facilities; (iii) the storm drain lines, collection boxes, grates, manholes, and detention pond; (iv) natural gas lines, valves, and other related facilities excluding lines beyond meters utilized solely for the benefit of a building or units or spaces located therein; (v) communications transmission lines, sleeves, junction boxes, and other facilities used in common for buildings; and/or (vi) electrical transmission lines, sleeves, junction boxes, and other facilities, installed for the benefit of one or more buildings (not including individual lines or systems beyond individual meter boxes, each as located upon the Lots, but excluding any systems that are dedicated to and are to be maintained by a Governmental Entity or utility company).

2. Grant of Easements. Declarant and the Owners hereby create the following easements which shall be appurtenant to each and all of the Lots subject to the terms of this Declaration for the benefit of the Benefitted Parties and which shall also be appurtenant to each of such Lots:

2.1 Access Area. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots, a permanent, non-exclusive easement on, over and across the Access Areas for the purpose of furnishing pedestrian and vehicular ingress and egress to each of the Lots (including the Living Units located thereon) and for constructing, maintaining, and repairing the Access Area Improvements. Such easements shall be subject to the following:

2.1.1 Without limiting access to parking, the Owner may jointly establish and amend such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Access Area;

2.1.2 Except for the obligation to contribute to costs of maintenance as set forth in Section 3 below, the Owners of the Access Areas, whether included in whole or in part within a Lot, may not levy any charge for the use of the Access Area(s);

2.1.3 In accordance with the requirements of Section 3, the Owners will maintain the Access Area Improvements constructed upon the Lots in essentially the same condition as the same is initially improved by Declarant, further provided that each Owner will repair the improvements comprising an Access Area Improvement which repairs are attributable to construction activities of such respective Owner related to the improvement of an improved Lot. Each Owner covenants and agrees that no Owner shall have the right, to make changes, modifications or alterations to any Access Area Improvements located within the Access Area without the prior formal action and consent of all Owners and the City.

2.1.4 The easements, rights and privileges created in this Section 2.1 are not intended, and shall not be construed, as a dedication of any portion of the Access Areas for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such public dedication.

2.2 Sanitary Sewer. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots, a permanent non-exclusive easement for the purpose of (a) discharging sanitary sewage into and through one or more underground sanitary sewer lines constructed by Declarant or the Owners for the common usage of one or more Lots, under the surface of the Lots; and (b) maintaining, repairing, and/or replacing the Utility Lines with respect thereto, provided that such easement specified herein shall be limited to those areas designated upon the Plat as a "Public Utility and Drainage Easement", unless the Owner of an impacted Lot consents to the grant of a separate easement at another location. Nothing herein shall be construed as requiring the Declarant to construct one or more common underground sanitary sewer lines or permitting the Owner of a Lot or any portion thereof, to connect sanitary sewage lines or pipes to the lines and pipes described herein that would exceed the capacity of discharge anticipated by the grant of the easement as provided herein. All such sanitary sewage lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Lots in accordance with the provisions of Section 5; provided, however, each Owner of a Lot shall repair at its sole cost and expense, the sanitary sewer laterals of the Lot upon which such lines, pipes and facilities are located and the facilities contained in a separate easement in favor of a particular Owner and Lot.

2.3 Culinary Water. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owner of each Lot, a permanent non-exclusive easement for the purpose of (a) connecting to one or more underground culinary water lines constructed by Declarant or the Owners, for the common usage of one or more Lots, under the surface of the Lots, and receiving culinary waters through the same; and (b) maintaining, repairing, and/or replacing the Utility Lines, provided that such easement specified herein shall be limited to those areas designated upon the Plat as a "Public Utility and Drainage Easement", unless the Owner of an impacted Lot consents to the grant of a separate easement at another location. Nothing herein shall be construed as

requiring the Declarant to construct one or more common underground culinary water lines or permitting the Owner of a Lot or any portion thereof, to connect culinary water lines or pipes to the lines and pipes described herein which would exceed the capacity of supply anticipated by the grant of the easement as provided herein. Such lines are not owned and repaired by the provider of culinary water. All such culinary water lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Lots in accordance with the provisions of Section 5; provided, however, each Owner of a Lot shall repair at its sole cost and expense, the culinary water lines from the point of any meter measuring usage for such Lot to and within any and all buildings located upon such Lot and the facilities contained in a separate easement in favor of a particular Owner and Lot.

2.4 Storm Sewer. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots, and the public, a permanent non-exclusive easement for the purpose of (a) discharging storm waters from the Lots, to and through a storm water detention system constructed by Declarant or the Owners under the surface of the Lots, including but not limited to any required storm detention pond to be located upon any Lot; and (b) maintaining, repairing and/or replacing the Utility Lines, provided that such easement specified herein shall be limited to those areas designated upon the Plat as a "Public Utility and Drainage Easement", unless the Owner of an impacted Lot consents to the grant of a separate easement at another location. Nothing herein shall be construed as permitting the Owner of any Lot or any portion thereof, to connect additional storm detention or outfall lines or pipes to the lines and pipes required for the construction of improvements upon the Lots or to otherwise increase the capacity of discharge anticipated by the grant of the easement as provided herein; further provided, that the limitation contained herein shall not reduce the obligation, if any, to handle the discharge of storm waters from other parcels, to the extent that such obligation exists as of the date hereof. All such storm water lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Lots in accordance with the provisions of Section 5.

2.5 Natural Gas, Electrical Transmission and Communication Lines. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots, permanent non-exclusive easements for the purpose of (a) connecting to one or more underground natural gas lines, electrical transmission lines and communications lines constructed by Declarant, the Owners or such utility providers, under the surface of the Lots, and receiving natural gas, electricity and communications services through the same; and (b) maintaining, repairing, and/or replacing the Utility Lines with respect thereto, provided that such easement specified herein shall be limited to those areas designated upon the Plat as a "Public Utility and Drainage Easement", unless the Owner of an impacted Lot consents to the grant of a separate easement at another location. Nothing herein shall be construed as permitting the Owner of any Lot or any portion thereof, to connect to such lines and exceed the capacity of each such line anticipated by the grant of the easements as provided herein. To the extent not repaired by the provider of each such utility services, all such common lines, pipes, and other

facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Lots in accordance with the provisions of Section 5; provided that any such line, pipe or facility services only the improvements located upon any Lot, the obligation for repair, maintenance and/or replacement shall be solely that of the Owner(s) of such Lot and the facilities contained in a separate easement in favor of a particular Owner and Lot.

2.6 Conditions. The easements granted in Sections 2.2 through 2.5 are subject however to the following:

2.6.1 Unless otherwise approved by the Owner through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

2.6.2 The initial cost of installing any such Utility Lines shall be paid by Declarant, or the Owner of the Lot making such improvements, and all such installation shall be pursuant to designs and specifications for an integrated system approved by Declarant.

2.6.3 Any Owner or Owners installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Benefitted Parties, shall cause such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately cause the improvements, including landscaping to be restored to their former condition.

2.6.4 Each Owner shall execute such documents as may be necessary or appropriate from time to time to effectuate and implement the provisions of this Section 2.

2.7 Emergency Access Easements. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of Lot 1, Lot 2, and Lot 3, and Lot 4 a non-exclusive right, privilege and easement for ingress and egress to and from each Lot for such Owners, public safety personnel, including but not limited to emergency vehicle operators, for emergency purposes only.

2.8 Limitation upon Use. The non-exclusive easements granted in Sections 2.1 through 2.5 and 2.7 may only be used to such extent as may be reasonably related to the use of the Lots for Single Family Use.

3. Manager; Meetings of Owners; Owners' Association. A Manager shall supervise the maintenance, repair and replacement of the Access Area, the Access Area Improvements and Utility Easement and Utility Lines (excluding costs attributable to landscaping and landscape

maintenance, which shall be sole responsibility of the Owner of the Lot upon which it is located) to the extent the same are not maintained, repaired and/or replaced by the applicable utility company. The initial Manager, that shall serve until Declarant no longer owns a Lot, shall be the Owner of Lot 1. After such time, a majority in interest of the Owners, voting by Participation Percentages, shall elect a Manager annually. The Owners shall hold an election for a Manager as soon after the initial Manager ceases to be the Manager and as soon as possible after December 1 of each year thereafter. Any Owner may call a meeting of the Owners upon twenty (20) days' written notice to the other Owners, which notice shall state the purpose, date, time, and location (which shall be within Salt Lake County, Utah) of the meeting. Except with the consent of all Owners, no business other than that described in the notice shall occur at the meeting. An Owner may attend the meeting and vote by telephone conference call. The Manager shall promulgate reasonable rules regarding the use of the Access Area. The Manager shall invoice each of the Owners on a regular periodic basis for the cost of the maintenance, repair and replacement of the Access Area, the Access Area Improvements, Utility Easements, and Utility Lines (excluding costs attributable to landscaping and landscape maintenance which shall be sole responsibility of the Owner of the Lot upon which the same is located), and for the cost of any insurance obtained in connection with the Access Area. Each Owner shall pay to Manager its share, based on the Participation Percentages, of the maintenance, repair, replacement, and/or insurance cost related to the Access Area and Utility Lines within fifteen (15) days after being billed (regardless if such amount is within the amount set forth in a budget approved or deemed approved by the Owner so long as Manager reasonably attempts to keep such costs within the approved budget amounts). If an Owner fails to timely pay an invoice, then: (i) a five percent (5%) late payment fee shall be added to the invoice on the sixteenth (16th) day; (ii) the unpaid balance shall thereafter accrue interest at the rate of eighteen percent (18%) per annum; and (iii) all sums owing shall be secured by a lien against the Lot owned by the Owner that is in default in favor of Manager and remaining Owners.

In the event that this Declaration is amended to provide for the creation of an association of Owners of Parcels, the association created shall thereafter be delegated all of the duties of the Manager as specified herein, and such other duties, rights and obligations typically provided to and/or exercised by an association of Owners.

4. Construction of Improvements to the Access Area and Utility Lines. Declarant shall be solely responsible for the construction of the Access Area and the Access Area Improvements within the Access Area and the Utility Easements and Utility Lines as they are to be located as specified on the Plat. Upon completion of construction of the Access Area, the Access Area Improvements, and the Utility Lines, the same shall be deemed to be owned by and transferred and conveyed to the Owners of the Lots in common, subject to the terms and conditions of this Declaration.

5. Maintenance/Insurance. The Access Area, the Access Area Improvements and the Utility Easement and Utility Lines shall be continuously maintained, including all lanes of access, curb, gutter and sidewalks. The Access Area, the Access Area Improvements, Utility Easements, and Utility Lines shall be kept clean and in good order, condition and repair under the supervision of the Manager. Subject to the City's and utility companies' right to enter and



repair, the Manager, and only the Manager, shall have the right, power and authority to enter into contracts and agreements with third Persons to provide for such maintenance; provided, except without the written consent of all of the Owners, such agreements and contracts shall not be for longer than a one (1) year term. The Manager shall acquire and maintain in force, for the joint benefit of the Owners of Lot 1 and those Owners developing their respective Lot and any Mortgagee, a broad form comprehensive coverage policy of public liability insurance issued by a carrier licensed to do business in the State of Utah. Such insurance policy shall be maintained on the minimum basis of \$100,000 per occurrence with respect to bodily injury, death, property damage and personal injury, or such higher amount as may be required by any Mortgagee. The Manager shall maintain all records regarding the cost of maintenance and insurance for at least two (2) years at its office in Salt Lake County, Utah. Any Owner may inspect such records upon reasonable notice. Within ninety (90) days after the completion of initial construction of the Access Area, the Access Improvements, and the Utility Lines, Manager shall provide to each Owner, an initial yearly maintenance budget for the maintenance of the Access Area, Access Improvements, Utility Easements, and Utility Lines (which budget shall include an amount for a repair and replacement reserve account to be established) for each Owner's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Within ten (10) business days after the receipt of such maintenance budget, each Owner may object in writing to any matter set forth therein. Any objection shall specify the items to which the Owner objects, state the basis for the objection and state the changes, which if made, would cause the Owner to grant approval. If an Owner does not object within ten (10) business days after receipt of the maintenance budget, such Owner shall be deemed to have approved it. As to any portion of the maintenance budget as to which Owner has timely objected, Manager and such Owner shall work in good faith to resolve their differences. Each year thereafter, Manager shall provide a maintenance budget for the upcoming year. So long as the projected costs set forth in such maintenance budget do not exceed the previous year's actual expenses by more than ten percent (10%), each Owner shall be deemed to have approved such maintenance budget. If the projected costs set forth in such maintenance budget exceed the previous year's actual expenses by more than ten percent (10%), such budget shall be subject to the Owners' approval in accordance with the approval procedures set forth above.

6. Use Restrictions and Maintenance Obligations. All Lots within the Project shall be held, used, and enjoyed subject to the following limitations, restrictions and obligations.

6.1 Limitations on Permitted Uses. No portion of any Lot or any Living Unit constructed therein shall be used for any purpose other than a Single Family Use.

6.2 Limitation on Permitted Activities.

6.2.1 Each Living Unit shall be limited to Single Family Use.

6.2.2 No part of any Lot or a Living Unit located upon a Lot shall be utilized so as to create any flashing light, loud noise, litter, visible or offensive odor or smoke which can be heard or experienced from other Lots or adjacent portions of such Living Unit or from adjacent Living Units.

6.2.3 No activity shall be conducted upon any Lot, which would create a public or private nuisance or that would likely be damaging, dangerous or hazardous.

6.2.4 No “sexually oriented business”, as that term is defined in the City Code, shall be operated or maintained in or on any part of the Project.

6.2.5 No sheets, paint, metallic foil, window tint material (excluding only that designed to reduce heat and ultra-violet rays) or other similar material, or other non-traditional window coverings, shall be allowed on any window of any Building.

6.3 Limitation on Balconies, Decks and Patios.

6.3.1 No part of any balcony, deck or patio or any Living Unit shall be used for storage (including without limitation, boxes, bicycles, pet houses, sports equipment or playthings). Pets shall not be left on balconies, decks or patios except for brief periods when accompanied by the pet owner or pet owner’s designee.

6.3.2 No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on any balcony, patio or other area outside a Living Unit thereof.

6.3.3 Only patio furniture and live plants in decorative pots which are maintained in a neat and clean manner and where applicable, in good order and repair, may be stored on balconies, patios or decks of Living Units.

6.4 Trash and Recycling. For periods subsequent to completion of a Living Unit upon a Lot and except for periods necessary for pickup, trash, refuse and recycling, containers shall be contained within or behind a Living Unit or shall be concealed by means of masonry (or other similar material) screening walls similar to and compatible with that of the respective Living Unit, and designed so as not to attract attention.

6.4.1. Each Occupant of each Lot or any portion thereof shall be prohibited from burning papers or refuse of any kind within any Living Unit or any other place within any Lot.

6.4.2. Each Owner shall: (i) ensure compliance with the foregoing requirements by the occupants of its Lot; (ii) provide ample trash receptacles for the Living Unit on its Lot; (iii) arrange for the regular pick-up and cleaning of the trash bins located on its Lot; (iv) refrain from locating any trash bins or other large trash receptacles except in approved areas, and (v) insure that the odors within trash receptacles are minimized to the extent possible and that such

receptacles contain tight lids which are kept closed except for loading and unloading.

6.5 Building Materials and Colors. Architecturally and aesthetically suitable building materials, consistent with the requirements established by the Declarant and/or the Owners shall be applied to or used on all sides of a Living Unit. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. An Owner anticipating constructing new improvements or changing existing improvements on such Owner's Lot shall submit preliminary sketches of such improvements to the City, the Declarant and the Manager for approval or disapproval. The failure of the Declarant or Manager to respond to the Owner anticipating construction or remodeling within thirty (30) days of the receipt of the sketches and written request for approval, shall be deemed to be approved by the Declarant and/or Manager. Replacement of currently existing materials by the same materials and colors need not be approved by the Declarant or Manager. Construction or rehabilitation of buildings commenced within twelve (12) month of the date of recording of this Declaration shall be presumed acceptable according to the requirements of this Section 6.5.

6.6 Government Regulations: Nuisance. Each Owner (including each Living Unit owner, and any association) and Occupant of a Lot, or portion of a Lot located within the Project shall comply with all Governing Laws pertaining to the use and occupancy of such Lot, or portion of a Lot and shall not permit such Lot, or portion thereof to be used in any manner that would constitute a public nuisance, or would injure the reputation of the Project, or will constitute a hazard to others or to property.

#### 6.7 Signs

6.7.1 Prohibited Signs. No billboards shall be allowed within the Plat. No signs shall be placed on the exterior of any Living Unit within the Plat. No signs shall be permitted on balconies or on roofs. No signs shall be placed on or in any exterior window of a Living Unit. No signs shall be permitted in violation of any Governing Laws.

6.7.2 Temporary Signs. No advertising banners, pennants or paper or cardboard signs shall be placed on the exterior of any Living Unit, on the exterior or interior of perimeter glass used in such structures or in the open areas of the Project. The foregoing sentence, however, shall not prohibit signs used in connection with the rental of Living Units within the Project, provided such signs are professionally produced and well-maintained.

6.7.3 Covenants. All Owners and occupants of any portion of the Plat, shall comply with the provisions of this Section 6.7, unless all other Owners consent to the use of a proposed sign.

6.8 Toxic Materials. No Owner, Occupant or guest shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from the Project or any portion thereof in violation of any Environmental Laws.

6.9 Street Trees and Landscaping. The Project, including Lots and park-strip areas located within public rights-of-way, are subject to the terms and conditions of a Landscape Plan. Pursuant to the Landscape Plan, the Declarant is required by the City to install certain trees and related landscaping for the benefit of the Project and Lots and adjacent rights-of-way. Declarant or his designee shall be responsible at his own cost and expense for the initial installation and maintenance of the trees and other materials required by the Landscape Plan and the watering of the same until such time as responsibility shifts to the Owners of each Lot. Not later than receipt of a certificate of occupancy for a Living Unit located upon a Lot and according to the requirements of the Landscape Plan, each such Lot Owner shall become responsible for maintenance, care, watering and replacement of the trees and other landscape materials designated in the Landscape Plan and either located upon such Owner's Lot or immediately adjacent thereto and located in the 300 East Street right-of-way. The Owner of Lot 2 shall be responsible for the trees and landscaping located upon Lot 2, together with the trees and landscaping immediately west of Lot 2 and located within the 300 East Street right-of-way. Simultaneously with the transfer of responsibility to each Lot Owner as stated herein, such applicable Lot Owner shall also connect such Owner's landscaping irrigation system to the areas of landscaping and trees for which such Owner is thereafter responsible. Thereafter, each such Owner shall maintain, care, water and replace landscaping and trees so as to satisfy the requirements of the Landscape Plan.

6.10 Maintenance. Each Owner shall take all actions and pay all costs necessary to maintain its Lot and the Improvements thereon in a safe, clean, sanitary, workable and attractive condition.

7. Arbitration. An Owner may submit a dispute arising with respect to this Declaration to binding arbitration pursuant to Utah Code Annotated, Section 78-31a-1 *et seq.* at any time following thirty (30) days after such Owner notifies the other Owners of its intent to submit the issue to arbitration. If the Owners cannot resolve the dispute during such thirty (30) day period or agree upon an arbitrator, an arbitrator shall be appointed pursuant to Utah Code Annotated, Section 78-31a-5; provided, the arbitrator so appointed shall, to the extent possible, possess expertise in the subject matter to be arbitrated.

8. Title and Mortgage Protection.

8.1 No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title

pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

8.2 A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Lot. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Declaration shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

8.3 This Declaration may be amended or terminated by, but only by, an instrument approved by the City and filed for record in the office of the County Recorder of Salt Lake County, Utah, that is executed by all of the Owners of the Lots. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

9. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarant to be and shall constitute covenants running with the land as to each of the Lots, and shall be binding upon and shall inure to the benefit of each Owner, the City, and any Person who acquires or comes to have any interest in any Lot, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every Person owning any interest in or occupying any portion of a Lot and the City. Each Owner shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration. Except with respect to the City, by acquiring, in any way coming to have an interest in, or occupying a Lot, the Person so acquiring, coming to have such interest in, or occupying a Lot, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

10. Enforcement. Subject to the provisions of Section 8 hereof, the Owner of a Lot or any portion of a Lot and/or the Manager shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration (including, without limitation, an arbitration pursuant to Section 7, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those

incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

11. Effective Date. Declarant shall record a copy of this Declaration in the office of the County Recorder of Salt Lake County, Utah. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

12. Titles, Captions and References. All Section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument.

13. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

14. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

15. Exhibits. All exhibits annexed to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

16. Time of Essence. Time is of the essence of this Declaration.

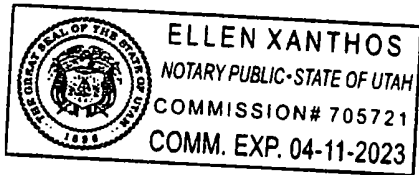
*[Remainder of page intentionally left blank.]*

The Parties have executed this instrument to be effective as of the date first set forth above.

  
\_\_\_\_\_  
KEN KELLER

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

On the 10 day of December, 2019, personally appeared before me KEN KELLER, who being by me duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me that he executed the same.



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

**EXHIBIT "A"**  
to  
**Declaration of Covenants, Restrictions and Easements**  
(Lots)

Lot No. 1

Lot No. 2

Lot No. 3

Lot No. 4

**SIENA SUNRISE SUBDIVISION**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, 101 LANE RANGE REC-1020,  
COUNTY OF SALT LAKE, UTAH  
OWNER: SALT LAKE COUNTY BOARD OF HEALTH  
RECORDING CLERK:

**LEGEND**

- Easement
- Boundary
- Easement/Restriction
- Lot Line
- Easement
- Easement/Restriction
- Easement/Restriction

**NOTES**

- THE REFERENCE MADE TO EACH LOT IS THE RESPONSIBILITY OF THE USER OF THIS MAP. ALL OTHER INFORMATION CONTAINED HEREON IS FOR INFORMATION ONLY.
- CONVEYANCE OF THIS PROPERTY SHALL BE SUBJECT TO ALL APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS AND TO ALL APPLICABLE EASEMENTS, RESTRICTIONS AND ENCUMBRANCES.

**DISCLAIMER**

THIS MAP IS A SUMMARY OF THE INFORMATION CONTAINED IN THE ORIGINAL RECORDS OF THE PUBLIC RECORDS. THE PREPARER OF THIS MAP HAS CONDUCTED A VISUAL INSPECTION OF THE ORIGINAL RECORDS AND HAS FOUND THAT THE INFORMATION CONTAINED IN THIS MAP IS A TRUE AND ACCURATE REPRESENTATION OF THE INFORMATION CONTAINED IN THE ORIGINAL RECORDS. THE PREPARER OF THIS MAP DOES NOT WARRANT THE ACCURACY OF THIS MAP OR THE INFORMATION CONTAINED HEREON. THE PREPARER OF THIS MAP ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND THAT MAY BE SUFFERED BY ANYONE AS A RESULT OF THE USE OF THIS MAP OR THE INFORMATION CONTAINED HEREON.

**SURVEYOR'S CERTIFICATE**

I, the undersigned, a duly licensed and bonded Surveyor, have surveyed the above described property and have caused the same to be recorded in the public records of the County of Salt Lake, Utah, in accordance with the provisions of the Utah Surveying Act, Utah Code, Title 63, Chapter 2.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

\_\_\_\_\_  
Surveyor

**BOUNDARY DESCRIPTION**

SECTION 16, TOWNSHIP 1 SOUTH, RANGE 1 EAST, 101 LANE RANGE REC-1020, COUNTY OF SALT LAKE, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: [Detailed description of the subdivision area]

\_\_\_\_\_  
Surveyor

**OWNER'S DECLARATION**

I, the undersigned, being the owner of the above described property, do hereby declare that the information contained in this map is a true and accurate representation of the information contained in the original records and that I have caused the same to be recorded in the public records of the County of Salt Lake, Utah, in accordance with the provisions of the Utah Surveying Act, Utah Code, Title 63, Chapter 2.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

\_\_\_\_\_  
Owner

**SIENA SUNRISE SUBDIVISION**

AND WHEREBY I HEREBY declare that the information contained in this map is a true and accurate representation of the information contained in the original records and that I have caused the same to be recorded in the public records of the County of Salt Lake, Utah, in accordance with the provisions of the Utah Surveying Act, Utah Code, Title 63, Chapter 2.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

\_\_\_\_\_  
Owner

**INDIVIDUAL ACKNOWLEDGMENT**

I, the undersigned, being the owner of the above described property, do hereby declare that the information contained in this map is a true and accurate representation of the information contained in the original records and that I have caused the same to be recorded in the public records of the County of Salt Lake, Utah, in accordance with the provisions of the Utah Surveying Act, Utah Code, Title 63, Chapter 2.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

\_\_\_\_\_  
Owner

**INDIVIDUAL ACKNOWLEDGMENT**

I, the undersigned, being the owner of the above described property, do hereby declare that the information contained in this map is a true and accurate representation of the information contained in the original records and that I have caused the same to be recorded in the public records of the County of Salt Lake, Utah, in accordance with the provisions of the Utah Surveying Act, Utah Code, Title 63, Chapter 2.

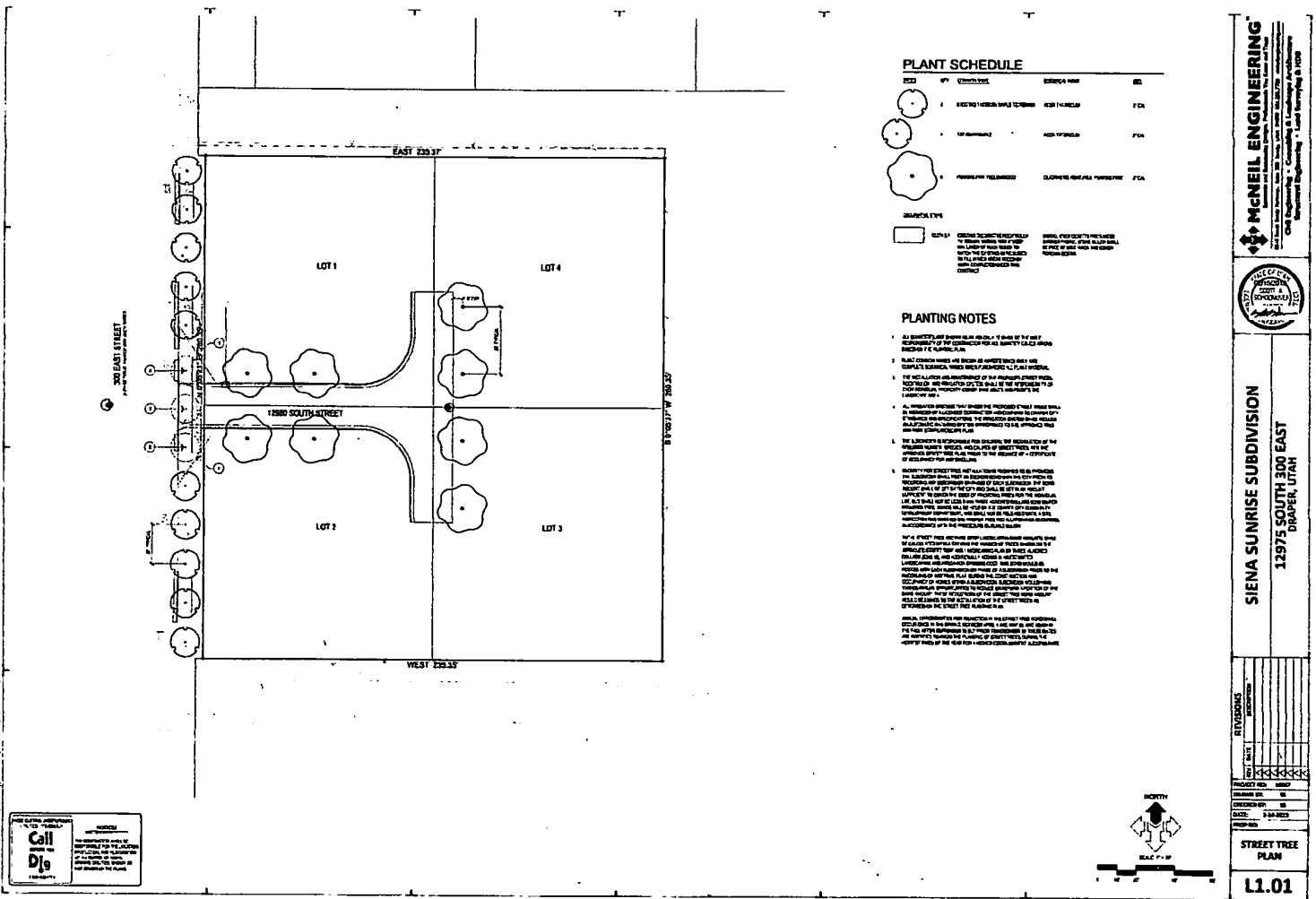
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

\_\_\_\_\_  
Owner

<b>PLANNED BY</b> <b>McNEIL ENGINEERING</b>	<b>BOARD OF HEALTH</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY THE BOARD OF HEALTH	<b>GENERAL AGENCY</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>EQUITY VALLEY BORER DISTRICT</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>ROCKY MOUNTAIN POWER</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>CENTURYLINK</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>UTAH PIPE</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>FLOOD DISTRICT</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>SHEET</b> 1 OF 1
<b>OWNER</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>DRAPER REGULATION COMMISSION</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>CITY ADMINISTRATION</b> APPROVED THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>CITY ENGINEER'S CERTIFICATE</b> APPROVED AS TO COMPLIANCE WITH DRAPER CITY ORDINANCE	<b>MUNICIPAL AS TO FORM</b> APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 2018	<b>DRAPER CITY BOARD OF UTILITIES</b> PRESENTED TO THE BOARD THIS _____ DAY OF _____, A.D. 2018 BY _____	<b>STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REGISTER OF DEEDS OFFICE</b> DATE _____ TIME _____ BOOK _____ PAGE _____	<b>SIGNATURE</b>	
<b>OWNER</b>	<b>DRAPER REGULATION COMMISSION</b>	<b>FORMING JUDICIAL OFFICE</b>	<b>DATE</b>	<b>DRAPER CITY ENGINEER</b>	<b>DRAPER CITY ATTORNEY</b>	<b>ATTEST: CITY RECORDER</b>	<b>DRAPER CITY MAYOR</b>	<b>SALT LAKE COUNTY RECORDER</b>



**EXHIBIT "B"**  
to  
**Declaration of Covenants, Restrictions and Easements**  
(Access Area)



**PLANT SCHEDULE**

NO.	SYM.	PLANT SPEC.	QUANTITY	NO.
1	(Symbol)	SEEDLING	1	1
2	(Symbol)	SEEDLING	1	2
3	(Symbol)	SEEDLING	1	3

**PLANTING NOTES**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DRAPER PLANTING SPECIFICATIONS.
2. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DRAPER PLANTING SPECIFICATIONS.
3. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DRAPER PLANTING SPECIFICATIONS.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DRAPER PLANTING SPECIFICATIONS.
5. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DRAPER PLANTING SPECIFICATIONS.
6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DRAPER PLANTING SPECIFICATIONS.

**McNEIL ENGINEERING**  
Professional Engineer  
12875 SOUTH 300 EAST, DRAPER, UTAH 84040  
Tel: 801-223-1111  
Fax: 801-223-1112  
www.mcneileng.com

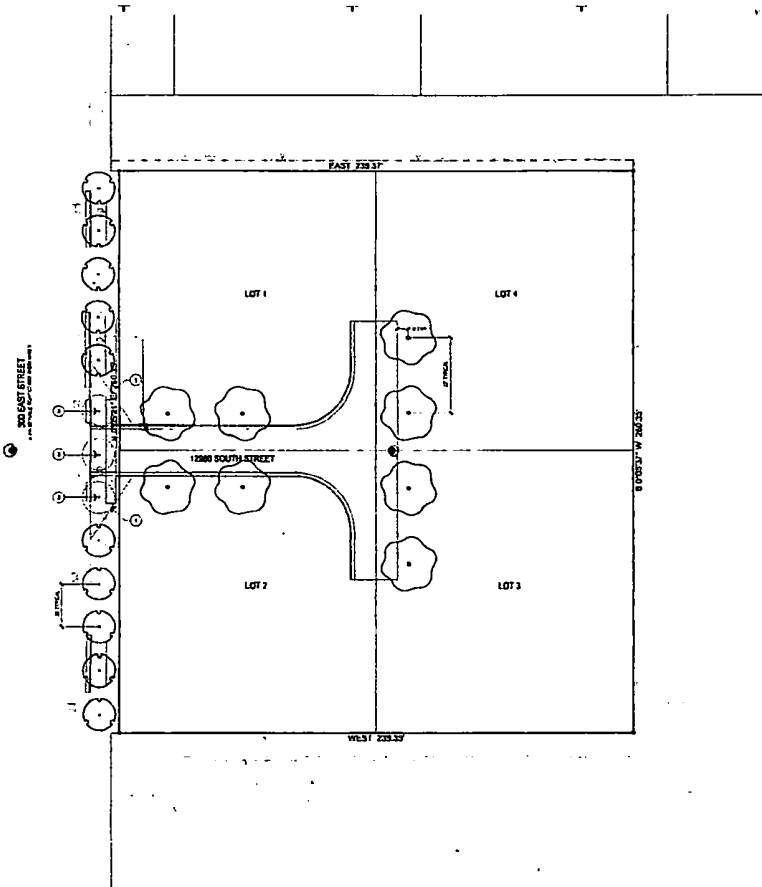
**SIENA SUNRISE SUBDIVISION**  
12875 SOUTH 300 EAST  
DRAPER, UTAH

PROJECT NO. 12875  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: 0-24-2023

**STREET TREE PLAN**

**L1.01**

**EXHIBIT "C"**  
to  
**Declaration of Covenants, Restrictions and Easements**  
**(Landscape Plan)**



**PLANT SCHEDULE**

NO.	SYMBOL	DESCRIPTION	QUANTITY	NOTE
1	(Symbol)	COYNE PLUM TREE	10	PLANT
2	(Symbol)	COYNE PLUM TREE	10	PLANT
3	(Symbol)	COYNE PLUM TREE	10	PLANT

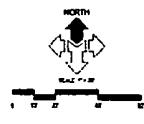
**SYMBOLS**

- 1. PLANTING SYMBOLS: TO BE PLANTED WITHIN THE PLANTING AREA AS SHOWN ON THE PLAN.
- 2. SHRUBS: TO BE PLANTED WITHIN THE PLANTING AREA AS SHOWN ON THE PLAN.
- 3. TREES: TO BE PLANTED WITHIN THE PLANTING AREA AS SHOWN ON THE PLAN.

**PLANTING NOTES**

1. ALL DIMENSIONS OF PLANTING AREAS ARE TO BE AS SHOWN ON THE PLAN.
2. PLANTING SYMBOLS ARE TO BE PLANTED WITHIN THE PLANTING AREA AS SHOWN ON THE PLAN.
3. THE PLANTING SYMBOLS ARE TO BE PLANTED WITHIN THE PLANTING AREA AS SHOWN ON THE PLAN.
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9. THE PLANTING SYMBOLS ARE TO BE PLANTED WITHIN THE PLANTING AREA AS SHOWN ON THE PLAN.
10. THE PLANTING SYMBOLS ARE TO BE PLANTED WITHIN THE PLANTING AREA AS SHOWN ON THE PLAN.

**Call**  
for more information  
**D**



**McNEIL ENGINEERING**  
Civil, Mechanical, Electrical, and Land Surveying  
12975 SOUTH 300 EAST  
DRAAPER, UTAH

**SIENA SUNRISE SUBDIVISION**  
12975 SOUTH 300 EAST  
DRAAPER, UTAH

**STREET TREE PLAN**  
**L1.01**