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DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS OF AMBLEWOOD SPRINGS PLANNED UNIT DEVELOPMENT PHASES I AND II

THIS DECLARATION is made and executed this 4th day of January, 1990 by Prima Porta Inc., a Utah corporation, (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the record owner of that certain tract of property more particularly described in Article II of this Declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, and easements, charges, and liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purposes Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a non-profit corporation. THE AMBLEWOOD SPRINGS HOMEOWNER'S ASSOCIATION.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

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I. DEFINITIONS

When used in this Declaration (including that portion hereof headed "Recitals"), the following terms shall have the meaning indicated:

1. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

2. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Salt Lake County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Planned Unit Development. The real property described in Article II of this Declaration constitutes the Parcel.

3. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah. Recorded concurrently with this Declaration is a Subdivision Plat of the AMBLEWOOD SPRINGS Planned Unit Development Phases I and II, and executed and acknowledged by Declarant on , 19 , and creating separately numbered Lots. Said subdivision plat constitutes a Plat.

4. Property shall mean and refer to all of the real property which is covered by a Plat.

5. Lot shall mean and refer to any of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different Lots; and (b) which is intended to be used as the site of a single Living Unit.

6. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

7. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

8. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any lot together with an undivided interest in and to the common areas. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure of any arrangement of proceeding in lieu thereof.

9. Common Areas shall mean and refer to that part of the Property which is not included with the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon.

10. Planned Unit Development or Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

11. Association shall mean and refer to the Homeowners' Association, a Utah non-profit corporation.

12. Member shall mean and refer to every person who holds a membership in the Association.

13. Mortgagee shall mean any person named as a mortgagee or beneficiary under of holder of a deed of trust.

II. PROPERTY DESCRIPTION

The Property which is an shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following-described real property situated in Salt Lake County, State of Utah.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included within the above-described tract.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter (in a manner which is reasonable and not inconsistent with the provisions of this Declaration) to improve the Common Areas with such facilities, including, but not limited to, roads, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the

above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

2. Voting Rights. The Association shall have the following-described two classes of voting membership.

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to Three (3) votes for each Lot in which it holds the interest required for Membership in the Association. The Class B membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member.

(b) The expiration of Seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to

such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

4. Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast Sixty Percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than Forty Five (45) days following the immediately preceding meeting.

IV. PROPERTY RIGHTS IN COMMON AREAS

1. Right and Use of Common Areas. Each member shall have an undivided interest in and to the common areas and shall have a right to the use and enjoyment in and to the Common Areas and common access roadways. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any tenant, lessee or contract purchaser who resides on such Member's Lot.

2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ contained within the Planned Unit Development Phases I and II as the same is identified in the Plat recorded in Book _____ at Page _____, and in the "Declaration of Covenants, Conditions and Restrictions of the Planned Unit Development Phases I and II recorded Book _____ at Page _____, of the official records of the Salt Lake County Recorder. TOGETHER WITH an undivided interest for the use and enjoyment in and to the Common Areas and common access roadways described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey Map in the official record of the Salt Lake County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

3. Transfer of Title. Declarant agrees: (a) that it shall, on or before six (6) months from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, convey to the Association title to the Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities).

4. Limitation of Common Areas. A Member's right to the use and enjoyment concerning the Common Areas and common access roadways shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(b) The right of the County of Salt Lake and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking areas, walkway, or open area contained within the Property for purposes for providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, the common access roadways, and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

V. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of

collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of: Taxes and insurance on the Common areas; maintenance, repair and improvement of the Common Areas, and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

3. Maximum Monthly Assessment. As of the date set under Section 7 of this Article, each improved Lot shall be subject to a monthly assessment of not more than \$30.00 Dollars. From and after June 1st, 1988, the maximum monthly assessment may be increased or decreased so long as the change is assented to by more than Fifty Percent (50%) of all votes which Members present in person or represented by proxy are entitled to cast a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Special Assessments. From and after the date set under Section 6 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by more than Fifty Percent (50%) of all votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date.

5. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all Lots. Declarant, for each unsold improved Lot owned by it in the

development, shall pay both monthly and special assessments as herein provided for all Lot Owners.

6. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy under an occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy, as the case may be. At least Fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

7. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessment respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who is good faith rely thereon.

8. Effect of Non-payment Remedies. Any assessment not paid when due, together with the hereinafter provided for interest and costs of collection, shall be, constitute and remain a continuing lien on the Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within Sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of Eighteen Percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

9. Tax Collection by County Authorized. IT is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake County shall be authorized to collect such

pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

10. Priority of Lien. Any lien of the owners association for common expense charges and assessments becoming payable on or after the date of recordation of a first lien, upon said lot shall be subordinate to the first mortgage on the lot. Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a lot, except that a sale or transfer of a lot pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a lot from liability for, nor the lot sold or transferred from the lien of, any common expense charges thereafter becoming due.

11. Amendment to Documents. The consent of owners of lots to which at least 67 percent of the votes in the owners association are allocated and the approval of the eligible holders of first mortgages on lots to which at least 67 percent of the votes of lots subject to a mortgage appertain shall be required to:

(a) terminate the association.

(b) by at least 51 percent of the votes of lots subject to a mortgage, materially amend any provisions of the declaration, by-laws or equivalent documents of the association, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common elements;
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use of the common elements;
- (6) Responsibility for maintenance and repair of the common areas;
- (7) Boundaries of any lot;
- (8) The interests in the general or limited common elements;

(9) Convertibility of lots into common elements or of common elements into lots;

(10) Leasing of lots;

(11) Imposition of any right of first refusal or similar restriction on the right of a lot owner to sell, transfer, or otherwise convey his or her lot;

(12) Establishment of self-management by the association where professional management has been required by any of the agencies or corporations.

(c) The consent of owners of lots to which at least 67 percent of the votes in the owners association are allocated and the approval of eligible holders of first mortgages on lots to which at least 51 percent of the votes of lots subject to a mortgage appertain, shall be required to amend any provisions included in the declaration, by-laws or equivalent documents of the association which are for the express benefit of holders or insurers of first mortgages on lots.

(d) For first mortgagees to be eligible holders under this section, they must request notice in accordance with the provisions of IX (1) above.

VI. OPERATION AND MAINTENANCE

1. Maintenance of Living Units and Lots. The interior and exterior of each Living Unit and the real property which comprises each Lot shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Lot or Living Unit. The Association shall have no obligation regarding maintenance except as herein elsewhere provided.

2. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas, the common access roadways, the curbs, gutters and sidewalks as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair. In recognition of County flood control requirements imposed on the Development, the Association shall maintain the storm water retention areas called for by Salt Lake County and designated on the Map recorded herewith. Said maintenance shall include all steps reasonably necessary to prevent said retention areas from losing their capacity to retain storm run-off water. In this regard, the Association shall maintain the contours of the earth in said retention areas in the configuration established and described on the Map, and shall not

allow structures of any type to be placed or erected in said areas which may cause a significant reduction in the water retention capacity thereof. Notwithstanding anything contained in this Declaration to the contrary, the Declarant, the Owners, or mortgagees shall not have the power or authority to change, by vote, or alienation, transfer, sale or otherwise, the use of the retention areas designated on the Map unless the consent of the Salt Lake County Flood Control Division has first been obtained in writing. In connection with this covenant by the Association to maintain the storm water retention areas, Salt Lake County is hereby made a part to the covenants set forth herein. The County shall have no vote in the affairs of the Association, but it shall have the right to protect, as a party to this Declaration, the use of the storm water retention areas for that purpose.

3. Utilities. The Association shall pay for all utility services furnished to each Lot except telephone, electricity, gas, sewer, water and any other services which are separately billed or metered to individual Lots by the utility or other party furnishing such services.

4. Insurance. The Association shall secure and at all times maintain the following insurance coverages:

A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$250,000 for any one person injured; \$1,000,000 for all persons injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(2) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

(3) The Association shall have the authority to adjust losses.

(4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual owners or their mortgages.

(5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective director's, officers, agents, employees, invitees, and tenants, that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners, that it cannot be cancelled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association with a prior written demand that the defect be cured, that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

5. Manager. The Association carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

6. Terms of Agreement. Any agreement for professional management of the project which may be entered into by the Association shall call for a term not exceeding one (1) year, renewable by agreement of the parties for successive one-year periods and shall provide that for cause such management agreement may be terminated by the Association upon not in excess of Thirty (30) days' written notice.

VII. USE RESTRICTIONS

1. Use of Common Area. The Common Areas shall be used only on a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

2. Use of Lots. No building shall be erected or placed upon any Lot other than a single family residence which shall include either an attached or detached garage, and may or may not include attached or detached storage or shop facilities. No Lot or Living Unit shall be used, occupied or altered in violation of law, so as to create a nuisance or interfere with

the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas. No Lot shall be used for any commercial, manufacturing, mercantile, vending or other such non-residential purposes.

3. Pets. Whenever a pet is allowed to leave a Lot, it shall be either on a leash or in a cage. No animal or fowl may be kept on any Lot or allowed in any part of the Common Areas which constitutes a nuisance to other Owners in the Subdivision by noise or otherwise.

4. Exception of Declarant. Notwithstanding the restrictions contained in this Article VII, for the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by Declarant.

5. Buried Utilities. All water, gas, electrical, telephone, cable television and other utility lines within the limits of the individual Lots and the Property in general, with the exception of meter and junction boxes shall be buried underground wherever possible.

6. Signs. No sign or billboard of any kind shall be displayed to the public view on any Lot or on the Property generally, except one sign for each Lot on not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent. Notwithstanding the foregoing, Declarant shall be exempted from the provisions of this Section in order to facilitate the advertising, marketing, and sale of the Lots.

7. Motor Vehicles. All motor and recreational vehicles, including without limitation, automobiles, trucks, boats, trailers, motorcycles, snowmobiles, and other recreational vehicles shall be kept on their Owner's Lot, in an appropriate carport, garage, or other enclosure not nearer to the Common Area roadways than the midpoint of the Living Unit on the Lot, and in any event, so as to not be visible from Common Area roadways. Common Area roadways shall be kept clear of all such parked vehicles.

8. Slope Protection. All slopes or terraces on any Lot shall be maintained so as to prevent any erosion or encroachment thereof upon adjoining property of adjacent streets and roadways.

9. Lot Fences. Individual Lot fences which border roadways, sidewalks, or which are located within 50 feet of any common access roadway shall be made of wood, stone, brick, or plaster only, unless otherwise approved in writing by the Architectural Review Committee or the Board of Directors of the Association. No private fences, walls, pillars or columns of any height are allowed within 15 feet of the back of curb.

10. Trees and Shrubs. None of the existing living trees or shrubs on the Property having a diameter in excess of four (4) inches, or which measure five (5) feet above the ground level or which are planted by Declarant as part of the Development landscaping, shall be removed for any reason by an Owner from his Lot, unless he shall have first obtained written consent for such removal from the Board of Directors of the Association, or the Architectural Review Committee. The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the project Common Areas general lot where it will be necessary to place a home, and the installation of utilities serving the Subdivision.

11. Garbage Removal. All rubbish, trash and garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, and machinery and equipment, including T.V. antenna "dishes" shall be prohibited upon any Lot unless obscured from view of roads and Common Areas by a fence, building or appropriate screen.

12. Road Cleaning During Construction. Each lot owner shall be responsible for removing mud, rocks, and debris from the road and sidewalk when caused by construction of his home.

VIII. ARCHITECTURAL REVIEW COMMITTEE

1. Architectural Review Committee. The board of Directors of the Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

2. Submission to Committee. No Living Unit accessory or addition to a Living Unit, including walls, fences, antennas, porches, or patios, which is visible from the Common Area, landscaping, or other improvement of a Lot which is visible from the Common Areas shall be constructed, or accomplished, and no alteration, or refurbishing of the exterior of any Living Unit

shall be performed, unless complete construction and landscape plans and specifications as well as a plot plan showing location and the surrounding topography, shall have first been submitted to and approved by the Architectural Review Committee.

3. Standards. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures. In this regard, the following design, building and materials restrictions shall govern the construction of any Living Unit and/or any other structure visible from any Common Area:

(a) Minimum Living Unit size, excluding garage, unfinished interior space, porch and open patio areas:

(1) Living Units with single level above grade shall be not less than 1200 square feet in size on said single above grade level.

(2) Living Units with multiple levels above grade shall be not less than 950 square feet in size on the grade level and 600 square feet on second level above grade level.

(b) Exterior building materials shall be restricted to brick, plaster, wood or natural stone (not man-made). Aluminum soffit and fascia may be used when wood trim, if any, is painted to match (such as white aluminum fascia and white wood trim). A maximum of three (3) materials are allowed on any house, for example, brick, wood, and plaster is acceptable. No aluminum, steel, vinyl, plywood, composition board or any other type of sheet siding shall be used, nor shall concrete block or cinder block materials be used on any Living Unit or other building on any Lot in the Development unless written approval is first obtained from the Board of Directors of the Association or the Architectural Review Committee.

(c) Roofing materials shall be restricted to wood and wood fibre shake, wood shingles, slate shingles, clay concrete tile or dimensional grade asphalt shingles (240 lbs. per "square" or greater). Minimum roof pitch: 5/12

(d) All Living Units shall provide enclosed garage space for vehicles unless approved otherwise by the Architectural Review Committee.

(e) The improvement of any Lot, and the construction of a Living Unit, or any other structure

thereon, shall comply fully with applicable County ordinances and zoning regulations, as applies to a zero lot line PUD. No front setback shall be less than twenty (20) feet from the back of the curb. No side yard, except the zero (0) side yard shall be less than ten (10) feet. For any single level house the rear yard shall not be less than ten (10) feet and for any multilevel house the rear yard shall not be less than twenty (20) feet.

4. Approval Procedure. Any plans and specifications submitted to the committee shall be approved or disapproved in writing within Fifteen (15) days after submission. In the event the Committee fails to take any actions within such period, it shall be deemed to have approved the material submitted.

5. Construction.

(a) All lot owners are required to begin construction on a home within 90 days from date of purchase.

(b) The exterior construction of all structures on any Lot shall be completed within a period of six months following commencement of construction.

(c) The front, side, and rear yard of each Lot shall be landscaped within a period of six months following completion of occupancy of the Living Unit.

(d) If reasonably necessary to enable such improvement, construction, landscaping or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Areas in the vicinity of the Activity.

6. No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Article VIII.

7. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas, and which occurs at any time during the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

IX. FIRST LIEN HOLDERS RIGHTS

1. A holder insurer of guarantor of a first mortgage upon written request to the association (such request shall state

the name and address of such holder insurer) will be entitled to timely written notice of:

- (a) any proposed amendment to the Declaration's Covenants Conditions and Restrictions.
- (b) any proposed termination of the association.
- (c) any delinquency in payment of assessments of charges owed by the owners of said lot where said delinquency has continued for 60 days.
- (d) for first mortgagees to be eligible holders under this section, they must request notice in accordance with the provisions of IX (1) above.

AMBLEWOOD SPRINGS P.U.D. ROADWAY DESCRIPTION

December 21, 1989

Beginning at the Northeast Corner of Lot 11, Amblewood Springs P.U.D., said P.U.D. being located in the Northwest Quarter of Section 4, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said point is also East 106.822 feet and North 400.596 feet and N 00° 02' 49" W 45.946 feet and S 89° 57' 11" W 8.00 feet and N 00° 02' 49" W 51.208 feet from the Southeast Corner of Lot 5, Block 1, Ten Acre Plat "A", Big Field Survey; and running thence southwesterly 34.484 feet along a 40.0 foot radius curve to the right, chord bears S 65° 18' 08" W 33.426 feet (Delta = 49° 23' 43"); thence West 135.148 feet; thence Southwesterly 42.970 feet along a 100.0 foot radius curve to the left, chord bears S 77° 41' 24" W 42.640 feet (Delta = 24° 37' 12"); thence Southwesterly 51.564 feet along a 120.0 foot radius curve to the right, chord bears S 77° 41' 24" W 51.168 feet (Delta = 24° 37' 12"); thence West 196.773 feet; thence Northwesterly 51.564 feet along a 120.0 foot radius curve to the right, chord bears N 77° 41' 24" W 51.168 feet (Delta = 24° 37' 12"); thence Northwesterly 42.970 feet along a 100.0 foot radius curve to the left, chord bears N 77° 41' 24" W 42.640 feet (Delta = 24° 37' 12"); thence West 48.151 feet; thence Southwesterly 52.308 feet along a 140.0 foot radius curve to the left, chord bears S 79° 17' 47" W 52.004 feet (Delta = 21° 24' 26"); thence Southwesterly 59.780 feet along a 160.0 foot radius curve to the right, chord bears S 79° 17' 47" W 59.433 feet (Delta = 21° 24' 26"); thence West 30.70 feet; thence Southwesterly 28.522 feet along a 50.0 foot radius curve to the left, chord bears S 73° 39' 30" W 28.137 feet (Delta = 32° 41'); thence Southwesterly 39.93 feet along a 70.0 foot radius curve to the right, chord bears S 73° 39' 30" W 39.391 feet (Delta = 32° 41'); thence West 44.716 feet; thence Southwesterly 23.542 feet along a 15.0 foot radius curve to the left, chord bearing is S 45° 02' 16" W 21.199 feet (Delta = 89° 55' 28"); thence N 00° 04' 32" E 57.002 feet; thence Southeasterly 23.582 feet along a 15.0 foot radius curve to the left, chord bears S 44° 57' 44" E 21.227 feet (Delta = 90° 04' 32"); thence East 44.650 feet; thence Northeasterly 28.522 feet along a 50.0 foot radius curve to the left, chord bears N 73° 39' 30" E 28.137 feet (Delta = 32° 41'); thence Northeasterly 39.93 feet along a 70.0 foot radius curve to the right, chord bears N 73° 39' 30" E 39.391 feet (Delta = 32° 41'); thence East 30.70 feet; thence Northeasterly 52.308 feet along a 140.0 foot radius curve to the left, chord bears N 79° 17' 47" E 52.004 feet (Delta = 21° 24' 26"); thence Northeasterly 59.780 feet along a 160.0 foot radius curve to the right, chord bears N 79° 17' 47" E 59.433 feet (Delta = 21° 24' 26"); thence East 48.151 feet; thence Southeasterly 51.564 feet along a 120.0 foot radius curve to the right, chord bears N 77° 41' 24" E 51.168 feet (Delta = 24° 37' 12"); thence Southeasterly 42.97 feet along a 100.0 foot radius curve to the left, chord bears N 77° 41' 24" E 42.640 feet (Delta = 24° 37' 12"); thence East 196.773 feet; thence Northeasterly 42.97 feet along a 100.0 foot radius curve to the left, chord bears N 77° 41' 24" E 42.640 feet (Delta = 24° 37' 12"); thence Northeasterly 51.564 feet along a 120.0 foot radius curve to the right, chord bears N 77° 41' 24" E 51.168 feet (Delta = 24° 37' 12"); thence East 135.148 feet; thence Northeasterly 24.581 feet along a 20.0 foot radius curve to the left, chord bears N 54° 47' 23" E 23.063 feet (Delta = 70° 25' 14"); thence Northeasterly 32.553 feet along a 95.261 foot radius curve to the left, chord bears N 49° 47' 23" E 32.395 feet

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(Delta = $19^{\circ} 34' 46''$);thence North 15.540 feet; thence East 2.50 feet; thence South 40.761 feet; thence S $79^{\circ} 49' 27''$ E 3.552 feet; thence S $00^{\circ} 02' 49''$ E 25.406 feet to the point of beginning.

NEFF ENGINEERING
3860 SOUTH 2300 EAST
SUITE 205,
SALT LAKE CITY, UTAH 84109
(801) 272-8341

ISS 6189 REC 591

Dated this 4th day of January, 1990.

PRIMA PORTA, INC.

By [Signature]
Robert Moon, Pres.

STATE OF UTAH)
) : ss
COUNTY OF DAVIS)

On the 4th day of January, 1990, personally appeared before me Robert Moon, who being by me first duly sworn, did say that he is the president of Prima Porta, Inc., a Utah Corporation, and that the foregoing DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS, was signed in behalf of said corporation by authority of its bylaws, and said ROBERT MOON acknowledged to me that said corporation executed the same.

[Signature]
Notary Public, residing in
Bountiful, Utah

My commission expires:
23 March 1990

Dated this 4 day of Jan, 1990.

SAMSON CONSTRUCTION COMPANY

By [Signature]
H. Brent Moon, Pres.

STATE OF UTAH)
) : ss
COUNTY OF DAVIS)

On the 4th day of January, 1990, personally appeared before me H. Brent Moon, who being by me first duly sworn, did say that he is the president of SAMSON CONSTRUCTION COMPANY, a Utah Corporation, and that the foregoing DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS, was signed in behalf of said corporation by authority of its bylaws, and said H. Brent Moon acknowledged to me that said corporation executed the same.

[Signature]
Notary Public, residing in
Bountiful, Utah

My commission expires:
23 March 1990

6036189 REC 592