

**DECLARATION OF RESTRICTIONS
ELK RIDGE ESTATES SUBDIVISION, PLAT 2**

KNOW ALL MEN BY THESE PRESENTS:

That K & D Family, LLC., being the owner and "Developer" of the property in Tooele City, Utah, described as follows:

Lots 201 through 224 inclusive, Elk Ridge Estates Subdivision Plat 2, a subdivision according to the official plat thereof, recorder in the Office of the County Recorder of Tooele County (hereinafter referred to as "Subdivision"),

12-106-Lot

And desiring to establish the nature of the use and enjoyment thereof, does declare said premises subject to the following express covenants, conditions and restrictions:

1. Single Family Residential Use. All of said Lots in the Subdivision shall be known and described as, and limited in use to, single-family residential Lots.
2. Construction. All improvements on the Lots shall be of new construction, and no buildings shall be moved from any other location onto any of the Lots, except as provided in paragraph 3 herein. All construction work shall be prosecuted diligently from commencement until completion.
3. Temporary Structures. No structure shall be constructed or placed on any Lot prior to construction and completion of the dwelling house permitted in paragraphs 4 and 5 and such temporary structures shall be promptly removed upon completion of said dwelling house. Subject to prior approval of Architectural Control Committee ("Committee"), a temporary sales office used only for the original sale of Lots and/or houses constructed or to be constructed on Lots within this subdivision may be erected, placed or maintained on a Lot during the original sale thereof, and said temporary sales office shall be promptly removed upon the completion of the original sales of the Lots and/or houses in this Subdivision.
4. Plan Approval. Subject to the restrictions set forth in paragraph 5 herein, no building, fence, wall antenna, shall be commenced, executed, placed or maintained on any Lot unless and until plans and specifications, (including but not limited to grading plans) showing the nature, location, quality of proposed materials, size area, height, color, shape and design thereof first shall have been submitted to and approved in writing by Committee and a copy thereof as finally approved lodged permanently with said Committee. Committee shall have the right to refuse to approve any such plan specifications which, in its opinion, are not suitable or desirable with respect to the individual Lot concerned or the Subdivision as a whole. In this regard, Committee shall have the right to take into consideration the matters mentioned above, as well as the aesthetics of the proposed building or other structure, the harmony thereof with the surroundings, the effect of the building or any structure as seen from the adjacent or neighboring property and the effect on the Subdivision as a whole. All subsequent exterior painting, of any building, fence, wall, antenna, tower, or other structure of any kind of character shall be subject to the prior approval of Committee or its assigns under the same conditions herein set forth.
5. Submission Requirements. Lot owner (or prospective owner) shall submit to the Committee for review and approval:
 - a.) Three sets of construction drawings, showing square feet calculations of interior space.
 - b.) Samples of the exterior colors including roofing, masonry materials, facia (common colors may be described by name).

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- c.) Three plot plans.
 - d.) Three copies of grading and drainage plans with dimensions for set backs, easements, garage and home location.
 - e.) Any other information requested by Committee.
6. Building Requirements. The following restrictions shall apply whether Committee approves, or fails to approve, the plans and specifications pursuant to paragraph 4 herein:
- a.) Type of House. No building other than one single family dwelling house, with no less than a two-car garage attached thereto, shall be constructed or permitted on a Lot. This shall not prohibit such other attachments to the dwelling house as are permitted under subparagraph (b) herein.
 - b.) Attachments. Garages shall be attached to the dwelling and shall comply with the foregoing height restrictions. Unattached storage facilities and private recreational facilities, including swimming pools, tennis or badminton courts may be allowed by specific approval by committee.
 - c.) Dwelling Quality and Size. The above ground floor area of the main structure, exclusive of garage, exterior storage rooms, and open porches, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1900 square feet for a two-story or split-level dwelling.
 - d.) Set Back Lines. Unless a written exception is granted by the Committee where unusual circumstances exist, the following set back lines shall apply:
 - I.) No building shall be located on any Lot nearer than 30 feet to the front property line.
 - II.) No building shall be located nearer than 10 feet to an interior Lot line or 20 feet to a lot line bordering a side street.
 - III.) No dwelling shall be located farther than 40 feet from the front Lot line or nearer than 30 feet to the rear Lot line.
 - IV.) For the purpose of this covenant, caves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.
 - e.) Hedges, Fences, and Walls. Unless approved by Committee, no hedge more than 3 feet high and no fence or wall, except a split rail fence not more than 2 feet 6 inches high, shall be erected, placed or permitted to remain on any Lot closer to the front street than the front of the residential structure on said Lot and, where said hedge, fence or wall is located between two Lots, it shall not be closer to the front street than the front of the adjoining residence. On corner Lots, any hedge, fences or wall other than a hedge or fence allowed above, erected or placed on the side yard adjacent to the side street shall be located back from the side Lot line at least as far as the minimum required structure. In no case will chain link fencing be erected. No fence is to be higher than 6' in other areas unless approved by Committee.

- f.) Heating and Air Conditioning Units. All heating, air conditioning or other heating or cooling equipment of any nature whatsoever, if placed outside the dwelling, shall either be located on the ground or screened or concealed from neighboring property and the street. All such units, if located on the roof of the dwelling, shall be installed such that it can not be seen from the front street and must be screened in such a manner as will harmonize with the balance of the residence. Such screening shall be subject to the approval of Committee.
- g.) Service and Utility Lines. Electric, power, telephone, television and other services and utility lines of every kind or character (whether now or hereafter invented or used) shall be placed and kept underground (except to the extent, if any such underground placement may be prohibited by law). This restriction shall apply to the service and utility lines for each and every Lot in the Subdivision, as well as to the distribution lines located in the streets or elsewhere in the Subdivision. However, the foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers, where required. One television antenna or dish less than 30' in diameter may be installed on the rear of the dwelling as long as the antenna or dish can not be seen from the road which passes in front of the dwelling.
- h.) City Zoning Requirements. In the event that the conditions and requirements contained herein conflict with city zoning and ordinance requirements and specifications, the more restrictive of the two shall govern.
7. Building Materials. Unless a written exception is granted by Committee all side exterior building areas shall consist of masonry materials which include stone, brick, or stucco. The total exterior building area shall consist of at least thirty (30%) rock or brick. In no event will the Committee approve the installation or use of aluminum or vinyl siding, with the exception of soffit and fascia.
8. Vehicles – Parking. All motor vehicles shall be parked either in the garage or on a concrete pad located at the side of the garage. Motorized and other vehicles shall not be parked in the street for more than twenty-four hours. All recreational vehicles shall be parked either in the garage or a concrete pad located at the side of the garage. Said vehicle shall not extend beyond the front elevation of the attached garage or the front elevation of the house. No recreational vehicle will be allowed to remain parked in the street fronting any portion of the Lot for more than twenty-four hours.
9. Nuisances. No noxious or offensive activity may be carried on or permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to this neighborhood; nor shall any part of the premises be used for business, professional, commercial or institutional purposes, which cause noxious or offensive activity or requires the congregation of more than five people at any one time.
10. Animals and Pets. No animals, fish or birds of any kind shall be raised, bred, or kept on any Lot; except that commonly accepted household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purpose.
11. Clothes Lines and Storage. All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened so as to conceal them from view of neighboring property or streets.
12. Garbage and Refuse Disposal. All rubbish, trash or garbage shall be kept in containers, out of view, and not allowed to accumulate on the premises. No rubbish, trash or garbage shall be burned on the premises. Incinerators of every kind shall be prohibited. An electric garbage disposal unit shall be installed in each dwelling.

13. Excavations and Grading. No excavating or grading shall be done that may cause either temporary or permanent erosion of dirt or soil onto adjacent Lots or property. No excavating or grading shall be done that concentrates or diverts the natural flow of water onto adjacent Lots or property. Swales shall be constructed such that water will flow to the side property lines and then, where practical to the street or where not practical to the rear of the property.
14. Conveyance Restrictions. Deed of conveyance of the premises, or any part thereof may contain the foregoing restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, each and all of said restrictive covenants shall be valid and binding upon the respective Grantees. Invalidation of any one of the reservations, covenants or restrictions herein by judgements, or decree of a court of competent jurisdiction shall not affect any of the other reservations covenants or restrictions, which shall remain in full force and effect.
15. Architectural Control Committee.
 - a.) Membership. The Architectural Control Committee is composed of Mike Singleton, Randy Bowler and Stuart Twitchell and may be contacted at 7096 So. Redwood Rd., West Jordan, UT 84084. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. When all Lots are sold by the Committee the then record owners of majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.
 - b.) Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
15. Oil and Mining Operations. No oil drilling, development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.
16. Landscaping. Trees, lawns, shrubs, or other plantings provided by the Developer shall be properly nurtured and maintained or replaced at the Lot owner's expense upon the request of the Committee. Landscaping of all front and side yards shall be completed no later than 180 days from the issuance of a certificate of occupancy from the Tooele City Building Inspection Department. Landscaping of the back yards shall be completed no later than 365 days from issuance of a certificate of occupancy
17. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
18. Building Location. Some improvements, such as private recreational facilities, swimming pools, tennis or badminton courts, etc. may be prohibited in areas which are adverse, in the opinion of the Committee, to the natural vegetation, drainage, and slope elevations.

19. Vacant Lots. All Lots shall be maintained in such a way as to not detract from the natural beauty of the subdivision or become unsightly to the surrounding neighbor. No trash, vehicles, or any other material shall be dumped, placed or stored on vacant Lots. The owner of a vacant Lot shall maintain a Lot so that weeds and other plant life are controlled in a sightly manner. In the event a Lot is deemed by the Committee, or a majority of the existing residents of this subdivision, a nuisance or unsightly, and after written notice has been delivered to owner and providing owner does not resolve the matter within fourteen (14) days of written notice the Committee or a majority of the owners shall enter the Lot, resolve the nuisance or remove the unsightly material and otherwise maintain the Lot and submit the bill for the work performed to owner for payment. In the event owner does not pay the bill in full within forty-five (45) days of receipt, the Committee or a majority of the residents may place a lien for the amount of said bill upon the Lot.

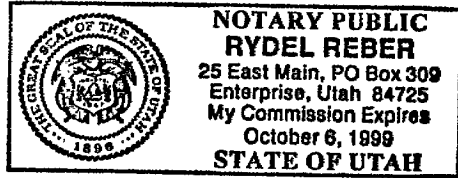
K & D Family LLC.

By Mike Singleton
Mike Singleton

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

ON THE 23rd DAY OF September, 1998, PERSONALLY APPEARED
BEFORE ME Mike Singleton. THE SIGNER OF THE ABOVE INSTRUMENT,
WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

My Commission will expire:



10-6-99

Rydel Reber
Notary Public

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

ON THE _____ DAY OF _____, 199____, PERSONALLY APPEARED
BEFORE ME THE SIGNER OF THE ABOVE INSTRUMENT. WHO DULY ACKNOWLEDGED TO
ME THAT HE EXECUTED THE SAME.

My Commission will expire:

Notary Public