

Cameron Park Subdivision

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 9 day of Sept., 1993, by Bruce G. Robinson, Chief Executive Officer, Symphony Development Corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property (hereinafter the "Lots") in South Jordan City, State of Utah, more particularly described as follows:

All of Lots 1 through 46, Cameron Park Subdivision, according to the official plat thereof filed with the South Jordan City, Utah.

WHEREAS, Declarant intends that the Lots, and each of them together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

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

ARTICLE I - ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall consist of three members chosen by the declarant. Action by committee shall be ratified by at least two members. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor.

SECTION 2. The Committee will respond with an approval or disapproval as required in these covenants in writing within three (3) business days. The Owner must submit two sets of plans to include all front, side and rear elevations detailing all exterior materials to be used, floor plans (including scale & dimensions of the structure to be erected), landscaping plans, specifications, and site plan before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 3 business days after plans and specifications have been submitted to it, approval will not be required but all related covenants must be fully complied with. Liability for non-compliance with said restrictions and covenants shall not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee.

SECTION 3. Detached structures may be permitted for storage but must be constructed of identical exterior materials of the primary structure.

ARTICLE II - RESIDENTIAL AREA COVENANTS

SECTION 1. The primary use of all lots shall be for residential purposes. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling, Quality, and Size. The ground floor level of any private dwelling shall be 1,800 sq. ft. or more for a one-story dwelling or 2,000 sq. ft. for a two story dwelling with a minimum of 2,000 square feet total on the main and upper floor, exclusive of open porches, garages and basements. Multi-levels shall be figured as the main and upper floor areas and shall be minimum of 2,000 square feet, exclusive of open porches, garages and basements. The ground floor shall be defined as the first floor with four or more feet extending above natural grade. Each dwelling must have an attached garage for a minimum of two cars. Each dwelling's exterior walls must be covered with a minimum of 20% brick or rock, with the remainder stucco or comparable product as approved by the Architectural Control Committee, however this condition may be waived where the historic style will not permit its use. All approvals of exterior materials must be approved prior to the beginning of construction of a home. Vinyl or Aluminum siding shall be not allowed except for the soffit and/or fascia areas.

SECTION 3. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on

5614785

BK 5762 PG 1366

a Lot shall be undertaken, in conformity with all laws and ordinances of the city of South Jordan, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 5. Landscaping. All front and side yards must be landscaped within one (1) year after dwelling is occupied.

ARTICLE III - GENERAL PROVISIONS

SECTION 1. By-Laws. These provisions allow for the establishment of by-laws which may enable a duly elected Board of Trustees with a majority vote (of legal lot owners of the Cameron Park subdivision) to assess monies to the legal lot owners of the Cameron Park subdivision for the installation, maintenance and upkeep of improvements for the common good of the property owners herein. The Board of Trustees may amend said by-laws from time to time with majority vote of said lot owners. The Board of Trustees shall be comprised of a minimum of three and a maximum of five legal lot owners of the Cameron Park subdivision. Symphony Development shall be exempt from any lot fees assessed approved by the Board of Trustees.

SECTION 2. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 4. Amendment. Exceptions to the strict interpretation of these guidelines that would cause undo hardship serving no public purpose may be appealed to the Architectural Control Committee. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be written, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 9th day of Sept., 1993.

DECLARANT

Symphony Development Corporation

By: [Signature]

Title: CEO.

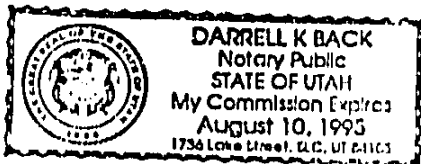
On the 9th day of Sept., 1993 personally appeared before me Bruce G. Robinson who being by me duly sworn did say that he is the CEO. of Symphony Dev. Corp. that he signed the foregoing instrument by proper authority, and he/she duly acknowledged to me that said corporation executed the same.

[Signature]

NOTARY PUBLIC

Residing at S.L.C. 111

My commission expires 8-10-95



BK6762PG1367

5700

5614785
28 SEPTEMBER 93 11:07 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY: REBECCA GRAY , DEPUTY

BK6762PG1368