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When Recorded, Mail to:

Keith W. Meade
COHNE, RAPPAPORT & SEGAL
525 East 100 South, Suite 500
Salt Lake City, UT 84102

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ENT 24368 BK 4561 PG 808
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Mar 16 10:38 am FEE 29.00 BY SS
RECORDED FOR COHNE RAPPAPORT & SEGAL

Declaration of

Covenants, Conditions and Restrictions of

The Landing at Eagle Mountain

Declaration of
Covenants, Conditions and Restrictions of
The Landing at Eagle Point

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this ____ day of _____, 1998, by TOUCHSTONE DEVELOPMENT, INC. a Utah corporation (hereinafter referred to as "DECLARANT").

A. Declarant is the record owner of a certain parcel of real property located in Utah County, Utah, more particularly described on Exhibit "A" attached hereto (the "Property"). Declarant desires to develop the Property as a subdivision (the "Project").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment and improvement of the Project.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitudes, restrictions, limitations, conditions and uses to which the Property may be put.

1. DEFINITIONS.

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:

1.1 Declarant shall mean and refer to Touchstone Development, a Utah corporation; any successors to or grantees of such company who, either by operation of the law or through a voluntary conveyance, transfer, or assignment, come to stand in the same relation to the Project, as the original Declarant.

1.2 Declaration shall mean and refer to this instrument as amended from time to time.

1.3 Dwelling shall mean and refer to a residential dwelling unit together an attached garage located on a Lot within the Project.

1.4 Lot shall mean and refer to those single family residential building lots identified and referred to in this Declaration and on the Map.

1.5 Map shall mean and refer to the subdivision plat entitled "**The Landing at Eagle Mountain**", filed in the office of the Utah County Recorder, as the same may be amended from time to time.

1.6 Owner shall mean the person or entity holding a record fee simple ownership interest in a Lot or Dwelling, including Declarant and purchasers under installment contracts. Owner shall not include persons or entities who hold an interest in a Lot or Dwelling merely as security for the performance of an obligation.

1.7 Project shall mean the real property described on Exhibit "A", together with all improvements thereon.

1.8 City means Eagle Mountain City.

1.9 Accessory building shall mean any structure on a lot other than the Dwelling.

2. SUBDIVISION EXPANDABLE. The Declarant reserves the right to add property to the Project without the consent of existing lot owners at any time within seven years from the date of the recording of this Declaration. The land must be contiguous, and the restrictions on the uses shall be not less than those set forth herein.

3. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Lot created on the Property and shall be intended to create a mutual equitable servitude on each Lot in favor of every other Lot, to create reciprocal rights and obligations between the owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

4. PERSONS BOUND.

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Lot or Dwelling in the Project shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

5. LAND USE AND BUILDING TYPE.

5.1 No Lot shall be used except for single family residential use.

5.2 No building shall be erected, altered or permitted to remain on any Lot other than one single family Dwelling and a private garage (either attached or as an Accessory Building) for not more than three (3) vehicles.

5.3 No building shall be used, rented or leased for commercial purposes, except for a temporary sales office to be maintained by Declarant for the purpose of selling and marketing the Lots or Dwellings thereon.

5.4 Every Dwelling, exclusive of garages and open porches or decks, shall have a minimum main or ground floor area of at least 800 square feet.

5.5 Homes to be constructed must contain, at a minimum, the following characteristics:

- a. a pitched roof with asphalt, shake or tile shingles. No flat roofs shall be permitted;
- b. homes must have some form of exterior siding, including vinyl, brick, wood or metal siding, stone, or stucco. Homes may not have unfinished plywood, sheet or other metal, cement, or cinder block as an exterior finish, except that aluminum may be used on soffits and fascia. All exterior materials must be new;
- c. some form of exterior front yard lighting shall be included on each home;
- d. no geodesic domes or A-frame structures may be constructed on any Lot;
- e. premanufactured housing is permitted provided it otherwise meets the criteria of these declarations;
- f. all fireplaces and wood burning devices must meet minimum Environmental Protection Agency guidelines;
- g. all construction shall be in accordance with the Uniform Building Code and all city and county codes in use at the time construction is commenced;
- h. each yard must have at least one living tree incorporated into its landscaping; and
- i. driveways must be constructed of concrete or asphalt. No dirt or gravel driveways or parking pads are permitted.

5.6 Up to one accessory building may be allowed on any one lot but only if it is consistent in design, construction, color and appearance with the dwelling which sits on the lot. No metal sheds are allowed unless concealed from view from street and other lots. Any accessory buildings must comply with all zoning and other land use regulations then in effect for Utah County and Eagle Mountain City or any successor government entity.

5.7 No trailer, basement, tent, shack or other accessory buildings shall be used at any time within the Project as a temporary or permanent residence.

5.8 All structures shall comply in all respects with existing building and zoning codes and ordinances applicable to the City.

5.9 No building shall be permitted to remain incomplete for a period in excess of one (1) year from the date the building permit was issued. Landscaping of the front and side yards must be completed within six (6) months of when an occupancy permit is issued. If an occupancy permit is issued between October 1 and April 1, the owner shall have until the next October 1 to complete the landscape work. Backyards must be landscaped or enclosed with a sight-proof fence within one (1) year of the issuance of an occupancy permit.

6. NUISANCES AND RELATED MATTERS.

6.1 No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

6.2 No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets are not kept, bred or maintained for any commercial purpose, are restricted to the owner's control, and do not create a nuisance. "Control" for the above purpose shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the premises of the owner. Fierce, dangerous or vicious animals shall not be permitted.

6.3 All vehicles (including but not limited to, passenger cars, light trucks, recreational vehicles, boats, snowmobiles, motorhomes and trailers) shall be parked within a garage or on a driveway. All vehicles exposed to view from the front of the house, any other lot, any street or road, shall be maintained in running condition, properly licensed and shall be regularly used. No commercial step van or larger vehicle shall be stored or parked on any lot or street except during actual use in construction on a lot or maintenance for the subdivision. Outdoor parking or storage of vehicles that do not have a current license is not permitted. No commercial vehicle, camping trailer, recreational vehicle, snow machine, boat, or similar vehicle shall be parked outdoors overnight on a residential lot, except where it is effectively screened from public view by location on the lot or a landscaped screen or buffer. Such vehicles may also be garaged on the lot, or stored elsewhere.

6.4 No metals, bulk materials, scrap, trash, refuse, equipment of other unsightly articles shall be permitted to remain on a Lot so as to be visible from an other Lot. Trash receptacles need to be enclosed or in hidden areas not visible from the front or side yard.

6.5 Except for signs displayed by the Declarant for the sale of Lots or Dwelling, no signs other than name plates shall be displayed to the public view on any Lot, except one sign for sale of the Lot or Dwelling. All signs shall comply with relevant governmental ordinances and regulations.

6.6 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any Lot.

6.7 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

6.8 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot. Provided, however, that television antennas may be placed on roofs and satellite dishes may be placed in the back yard of a lot, if visually screened from the street and adjoining lots. Small satellite dishes may be installed on roof.

6.9 An Owner shall not, by deed, plat or otherwise, subdivide tracts or parcels smaller than the whole Lot as shown on the Map, nor shall any Owner cause, suffer or permit the fee ownership of his or her Lot or Dwelling to be separated or divided into annually recurring time share units or time share units of any other duration, form or kind whatsoever.

6.10 No lot Owner or occupant of a lot may conduct a yard sale on any lot more than four (4) days per calendar year.

6.11 All sewage must be disposed of through public systems. No individual septic tank system shall be permitted.

7. EASEMENTS.

Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the convenience of the Owners of Lots, as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements. If no such easements or rights of way are shown on the Plat, they shall nevertheless exist within the setbacks required by county and city ordinance.

8. SET BACKS.

8.1 All Dwellings shall be set back from any street, side lot and back lot lines in accordance with Utah County requirements, and any requirements of the City.

8.2 No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the roadway property line and the line connecting them at points 25 feet from the intersection of the roadway line or, in the case of a round property corner, from the intersection of the roadway property line extended. The same site line limitations shall apply on any lot within ten (10) feet from the intersection of a roadway property line with the edge of a driveway or ally pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

9. AMENDMENT.

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote or approval and consent of Owners who own two-thirds (2/3) or more of the Lots in the Project. Notwithstanding any other provision contained herein, no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

10. VOTING.

At any meeting of Lot Owners, each Owner, including Declarant, either in person or by proxy, shall be entitled to cast one vote for each Lot owned by him. Provided, however, where there is more than one record Owner of a Lot, all of such Owners must act unanimously in order to cast a vote for that Lot.

11. ACCEPTANCE OF RESTRICTIONS.

By acceptance of contracts or deeds for a Lot or Lots or any portion thereof, all purchasers of Lots shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements in this Declaration and shall be bound thereby.

12. VIOLATIONS OF RESTRICTIONS; PENALTIES.

Each Owner shall strictly comply with the provisions of this Declaration. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both maintainable by Declarant or its agent or designee on behalf of the Owners, or by an aggrieved Owner. In the event any lot owner breaches these covenants and restrictions, he shall be liable to

a non-breaching lot owner for all costs and attorney's fees reasonably incurred by the non-breaching owner, with or without litigation. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

13. NO WAIVER.

The failure of the Owner or the Declarant to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect.

14. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

15. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

16. LAW CONTROLLING.

This Declaration and the Map shall be construed under and controlled by the laws of the State of Utah.

17. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

17. COVENANTS.

These Covenants are to run with the land and shall be binding on all Owners of Lots within the subdivision and on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded; thereafter, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then Owners of the Lots has been recorded, agreeing to change the covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11 day of March, 1998.

TOUCHSTONE DEVELOPMENT, INC.

Ray Cantor
By:
Its President

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

On the 11 day of March, 1998, personally appeared before me Ray Cantor, who being by me duly sworn, did say that he is the President of Touchstone Development, Inc., and that the within and foregoing instrument was signed in behalf of the corporation by authority of a resolution of its Board of Directors.

My Commission Expires:

Keith Meade
NOTARY PUBLIC
Residing at: _____

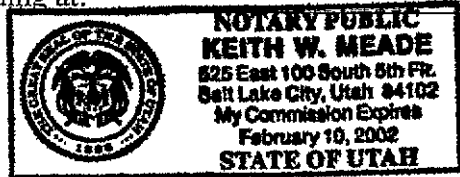


EXHIBIT "A"

Located in Utah County, State of Utah

COMMENCING at a point which is North $00^{\circ}25'52''$ East along a section line a distance of 93.44 feet and West a distance of 256.79 feet from the GLO Monument for the Southeast Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence as follows:

North $05^{\circ}14'49''$ East 1281.05 feet; North $81^{\circ}03'55''$ West 1260.09 feet; South $08^{\circ}56'01''$ West 1274.21 feet to a point on a 9953.50 foot radius curve to the left, the center of which bears North $12^{\circ}58'50''$ East. Thence along said curve 1343.48 feet, through a central angle of $07^{\circ}44'01''$, to the point of beginning of this description.

Enclosing 38.59 acres.

F:\LAWAYNE\TOUCHST.DEC