

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOX POINTE @ BENNION**

THIS DECLARATION is made this 8 day of October, 2008 by Kehl Homes Inc, hereinafter referred to as "Declarant."

WHEREAS, the undersigned being the owners of the following described real property located in the Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 2 through 11 of the Fox Pointe @ Bennion subdivision, according to the official plat as filed with the Salt Lake County Recorder in Salt Lake County, Utah.

Whereas, Declarant intends that each and every lot, together with the common easements, shall hereafter be subject to the conditions herein declared:

**ARTICLE I
ARCHITECTURAL CONTROL**

SECTION 1. The Architectural Control Committee shall be composed of Roger Kehl and Tim Kehl. The committee may designate a representative to act for it. In the event of resignation of any member of the committee, the remaining member of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative, shall be entitled to any compensation for services performed to this covenant.

SECTION 2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with topography and finish grade elevation. All drive approaches are the responsibility of the Builder/Buyer to construct. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, approval shall be deemed accepted.

SECTION 3. All fences must meet Taylorsville City codes. No side boundary walls and/or fence shall be constructed with a height of more than eight (8) feet. No wall and/or fence of any height shall be constructed on any Lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Architectural Control Committee. Any questions as to height shall be completely determined by the Committee. Walls and/or fences shall be constructed as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee. All fence material shall be vinyl or approved alternate installed by a licensed contractor. Chain link is not allowed.

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10/20/2008 03:24 PM #27 - OJD
Book - 9652 Pg - 5688-5691
IGARY JJ - DJT
RECORDER, SALT LAKE COUNTY, UTAH
KEHL HOMES
6183 S PRAIRIE DR STE 102
TAYLORSVILLE UT 84118
BY: OJD, DEPUTY - MA 4 P.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION 1. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and the building must include an attached garage for not less than two vehicles. All construction to be of new materials as stated in Section 3.

SECTION 2. DWELLING SIZE The requirements below are exclusive of open porches and garages:

Ramblers: Shall not have less than 1450 finished square feet on main level with full basements.

Multi-Levels: Shall have not less than 1600 finished square feet; excluding basement.

SECTION 3. DWELLING EXTERIOR Each dwelling exterior shall be all brick, or brick and stucco, or rock and stucco; except that fascia and soffit may be aluminum.

SECTION 4. DETACHED STRUCTURES Any detached building shall be allowed if permitted by Taylorsville City ordinance and approved in writing by Architectural Committee.

SECTION 5. CITY ORDINANCES All improvements on a Lot shall be made, constructed and maintained and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Taylorsville which may apply including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 6. EASEMENTS Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in easements.

SECTION 7. NUISANCES No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No motor vehicles of any type shall be parked or permitted to remain on the streets or on the property unless they are in running condition, properly licensed and being regularly used. Until a building permit is obtained and construction begins, no objects of any kind shall be stored or kept on any Lot; nor shall any vegetation, except trees be allowed to exceed one foot in height.

SECTION 8. TEMPORARY STRUCTURES No structures of a temporary character, i.e.: trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 9. GARBAGE AND REFUSE DISPOSAL No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste.


SECTION 10. CONSTRUCTION During construction, no materials or other items shall be placed outside of the Lot line. All litter and garbage shall be hauled off or contained at the end of each day. Any mud or debris tracked on the street shall be cleaned off by the end of the working day. In the event that reasonable care (as deemed by the Architectural Committee) is not taken to contain construction debris and keep the street clean, the Architectural Committee shall notify Builder/Buyer. Builder/Buyer shall have 24 hours to remedy any issues presented by the Architectural Committee relating to Section 10. In the event that action by the Builder/Buyer is not taken to resolve these issues, a fine of \$50 per day shall be imposed upon Builder/Buyer until necessary corrections are made. No heavy trucks or equipment shall cross the City curb or walk unless adequately bridged. Any broken curb or walk shall be replaced by the Lot owner.

SECTION 11. LANDSCAPING All front and side yards must be landscaped within nine months after dwelling is occupied. Rear yards must be landscaped within one year of occupancy of dwelling. All park strips must be planted by the lot owner in grass and lined with Chanticleer flowering pear trees, planted every twenty-five feet. The trees shall be a minimum of two inch caliper in size and shall be directed by the Architectural Control Committee. The streetscape on the north side of the entrance street shall be maintained by all property owners of lots 2-11 collectively. Maintenance of streetscape requires the trees to be watered, and the parkstrip to remain free of weeds and debris. The property owner of lot 11 shall be solely responsible to provide water for the trees in the streetscape via the existing water supply to the trees which is connected to the water meter of lot 11.

SECTION 12. BOND FOR IMPROVEMENTS AND DAMAGE. Each lot purchaser shall be required to post a \$1000 bond as a surety for any damage to common improvements in Fox Pointe @ Bennion Estates, to be held in escrow at a title company or financial institution. Said bond will be held for up to two years and will be released upon final release of developers bond required by Taylorsville City.

DECLARANT

KEHL HOMES INC.
6183 South Prairie View Drive, Suite 102
Taylorsville, UT 84118

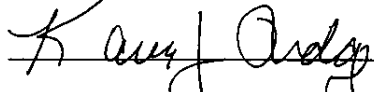


Kehl Homes Inc.
By: Roger L. Kehl, President

Date *10/20/2008*

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

On the 20 day of October, 2008, personally appeared before me ROGER L. KEHL, who being by me duly sworn, did say, that he, the said ROGER L. KEHL is President of Kehl Homes Inc, and that the within and foregoing instrument was signed in behalf of said organization.



Notary Public

My Commission Expires: *12-7-10*
Residing at: *3856 S 5400 S.*
Salt Lake City, UT
84118

