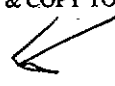


RETURN RECORDED ORIGINAL CCR's & COPY TO:
Eagle Mountain City
Janet B. Valentine
1680 E. Heritage Drive
Eagle Mountain, Utah 84043

M



ENT 98479:2002 PG 1 of 9
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Aug 27 8:52 am FEE 185.00 BY SS
RECORDED FOR EAGLE MOUNTAIN CITY

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR THE EAGLE POINT SUBDIVISION**

The Undersigned is the owner of the real property ("property") in the Town of Eagle Mountain, County of Utah, State of Utah, described as:

Eagle Point Plat "G"

The property presently consists of Plat "G" of the Eagle Point Subdivision as recorded with the Utah County Recorder, State of Utah. The Undersigned has deemed it desirable to provide a general plan for the architecture of all of the property for the establishment of covenants upon the property for the purpose of enhancing and protecting the value and attractiveness of the property. The Town of Eagle Mountain is included as an additional party Declarant in this Declaration of Covenants, Conditions, and Restrictions, not as the record owner of the property, but as a Declarant for the limited purpose of permitting the Town of Eagle Mountain to enforce certain covenants, conditions, and restrictions concerning its Development Code and architectural guidelines. The design guidelines are intended to protect homeowners' investments and to create a unified community appearance. Variety is encouraged to promote quality, protect and enhance property values, and establish a consistent sense of community.

Title to the Lots located within the property may be sold only subject to these protective covenants, conditions, and restrictions as set forth below.

The Undersigned hereby covenants, agrees, and declares that all of the Lots and property described above and such additions thereto as may hereafter be made shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors, and assigns. These covenants, conditions, and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title, or interest in the property or any Lot or part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Lot" shall mean and refer to a recorded Lot within the existing property upon which there has been or will be constructed a single family dwelling.

Section 2. "Owner" shall mean and refer to the current or future record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

Architectural Guidelines

Section 1. *Land Use and Building Type.* No Lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any Lot other than one (1) single family residence not to exceed two stories in height and a private garage for not more than four vehicles. No log homes, solar homes, or subterranean homes shall be permitted.

Section 2. *Building Location and Detached Accessory Building.* No building shall be located on any Lot nearer than Fifteen feet (15') to the front Lot line or nearer than Five feet (5') to the side yard or nearer than Twenty feet (20') to the rear property line, or as approved by the Town of Eagle Mountain. In all cases, the clear vision triangle as outlined in the Eagle Mountain Development Code shall be maintained. For the purpose of this covenant, open porches shall not be considered as part of a building or structure; provided, however, this shall not be construed to permit any portion of a building on a Lot to encroach upon any other Lot. A detached accessory building may be permitted and shall be subject to all of the covenants, conditions, and restrictions of this Declaration. The detached accessory building shall complement in design and composition the dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself.

Section 3. *Architectural Control.* All construction shall comply with the Architectural Guidelines and requirements of the Town of Eagle Mountain. 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 are approved by the Town of Eagle Mountain.

Section 4. *Fences.* No fence or wall shall be erected, placed or altered on any Lot unless such fence is in compliance with the ordinances of the Town of Eagle Mountain. Note: Currently the Town of Eagle Mountain would not allow chain link fencing.

Section 5. *Dwelling Cost, Quality and Size.* Homes will be of a similar and consistent values to homes now being built in the Eagle Point Subdivision area. The intention and purpose of the covenants is to assure that all dwellings shall be built with quality materials and good workmanship. The main floor area of the main structure, exclusive of one-story open porches and garages, is encouraged to be not less than eight hundred fifty square feet. All homes must meet the following architectural design standards:

- A. Exterior colors are encouraged to be subdued and unobtrusive.
- B. All homes shall have a garage. Side entry garages are strongly encouraged however, front entry garages are allowed, as per the Town of Eagle Mountain Development Code.
- C. Minimum of 6/12 roofs must be used. Higher pitches are encouraged.
- D. Front porches are required. Porches of 100 square feet and eight feet (8') in depth or larger are required.
- E. Architectural grade shingles, 300 pounds as required by the Town of Eagle Mountain.
- F. Vinyl siding is preferred over aluminum siding.
- G. Roof lines are encouraged to have a significant break and/or jog.
- H. Buyer will agree to landscape front yard within twelve months from the date of occupancy.
- I. Trash cans and trash are to be stored out of public sight.
- J. Front visible exterior clothes lines are not permitted.
- K. Full-sized satellite dishes are not permitted unless in the back yard and unobtrusive. Mini satellite dishes are encouraged.
- L. Exterior materials and colors of walls shall change only at inside corners created by a minimum 18 inch plane change. Currently the Town of Eagle Mountain Development Code reads, "Veneer treatment that terminates at a front corner will not be allowed. Decorative corner pilaster must return a minimum of 24". No single residential structure should utilize more than three different wall materials (trims, fascias, etc. excluded)."

In the event of a conflict between the Architectural Guidelines of the Town of Eagle Mountain and the guidelines in this section, the guidelines of the Town shall supercede the standards in this section. The Town of Eagle Mountain is in the process of changing various requirements and standards. Any or all of the above items may be reduced or eliminated based on the Town of Eagle Mountain reducing or eliminating their Development Code standards and/or restrictions.

Section 6. *Easements.* Easements 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. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 7. *Signs.* No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 8. *Structures.* No trailer, basement, tent, shack, or other outbuilding shall be placed upon or used at any time within the property as a temporary or permanent residence.

Section 9. *Completion of Building.* When the construction of any residence or other structure is once begun, work thereon must be carried out diligently and completed within sixteen (16) months of the date of commencement of such site excavation.

Section 10. *Landscaping.* Trees, lawns, shrubs, or other plantings provided by the Owner shall be properly nurtured and maintained or replaced at the property Owner's expense upon the request of the Town of Eagle Mountain.

Section 11. *Livestock and Poultry.* No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the Owner's premises or on a leash under the handler's control.

Section 12. *Compliance with Applicable Zoning Ordinances.* All structures within the property shall be built, occupied, and used in accordance with the Town of Eagle Mountain.

Section 13. *Sight Distance at Intersections and Driveways.* No fence, wall, hedge, or shrub planting which creates an unacceptable safety hazard shall be placed or permitted to remain on any corner Lot unless permitted by the Town of Eagle Mountain. The same sight line limitations shall apply on driveways.

Section 14. *Oil and Mining Operations.* No oil drilling, oil 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.

Section 15. *Fire Protection.* Due to the potential for brush fire on land surrounding the subdivision, Owners are encouraged to consider sprinkler and other fire retardant systems and to use fire resistant material in construction.

Section 16. *Amendment of Architectural Guidelines.* These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots have been recorded agreeing to change said covenants in whole or in part. The architectural guidelines within this Declaration cannot be amended without the consent of the Town of Eagle Mountain.

ARTICLE III

General Provisions

Section 1. *Nuisances.* No noxious or offensive activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats, or other vehicles are to be stored on streets or front or side yards, except on a temporary basis and provided they are in running condition and properly licensed.

Section 2. *Garbage and Refuse Disposal.* The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All refuse containers shall be kept in a clean and sanitary condition. No unsightly material or objects are to be stored on any of the property in view of the general public.

Section 3. *Severability.* Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 4. *Term.* These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

Section 5. *Enforcement.* Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Neither the Undersigned, nor its agents, nor any Lot Owner is obligated to enforce the provisions of this Declaration against any Lot Owner.

Section 6. *No Recourse.* The protective covenants, conditions, and restrictions set forth in this Declaration are established for the benefit of the Eagle Point Subdivision. Any damage, loss, claim, or liability which might arise due to any decision, act, or failure to act regarding this Declaration, by the Undersigned or any of its agents, shall be exempt from any civil claim or action brought by any person owning or having an interest in any Lot or property within the subdivision, or by any other person. The Undersigned shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied). Any errors or omissions in the design of any building or landscaping or any violation of city or county ordinance is the sole responsibility of the Owners. In the event proper procedures have not been followed in regards to any of these covenants, conditions, and restrictions, these covenants, conditions and restrictions will continue to govern and preside in full

force and effect and will remain fully enforceable to all property Owners.

Section 7. Prohibitions Against Soil Erosion and Runoff. It shall be the responsibility of the property Owner to direct site work relative to the Lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Lot Owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed.

Section 8. Construction Activities. Each Owner shall be fully responsible for clean up of all construction materials, debris, and refuse on the property resulting from construction activities undertaken with respect to his Lot. Furthermore, each Owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining Lots resulting from his acts or the acts of his contractors and workmen in performing construction activities.

DATED this 2nd day of March, 2000.

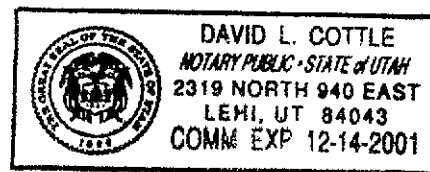
PATTERSON CONSTRUCTION, INC.

By: James Patterson, President

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 2nd day of March, 2000, personally appeared before me, James Patterson, who is the president of Patterson Construction, Inc., who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Patterson Construction, Inc. pursuant to authority vested in him.

David L. Cottle
NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

I, MEL MCQUARRIE DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 178851 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

02/21/00

DATE

Mel McQuarrie
SURVEYOR

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EXHIBIT A

PLAT "G" BOUNDARY DESCRIPTION

COMMENCING N00°16'09"E ALONG THE CENTER SECTION LINE A DISTANCE OF 47.95 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 7, T6S, R1W, SLB&M;

- THENCE N89°39'49"W 1580.22';
- THENCE N00°01'14"E 1279.43';
- THENCE S89°44'07"E 225.43';
- THENCE SOUTH 153.20';
- THENCE S89°44'07"E 1035.68';
- THENCE N89°49'10"E 50.09';
- THENCE S86°48'50"E 254.18';
- THENCE S00°16'09"W 1115.46' TO THE POINT OF BEGINNING.

CONTAINS 41.19 ACRES MORE OR LESS.

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-807 UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO THE TOWN OF EAGLE MOUNTAIN, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS EASEMENTS AND ALL OTHER PLACES OF PUBLIC USE TO THE TOWN OF EAGLE MOUNTAIN, UTAH, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND THE TOWN OF EAGLE MOUNTAIN FOR THE BENEFIT OF THE TOWN AND THE INHABITANTS THEREOF.

James Patterson
PATTERSON CONSTRUCTION INC.
JAMES PATTERSON (PRESIDENT) Patterson Construction Inc.

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE 22nd DAY OF Febry 2000, A.D. 2000 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

ORIGINAL NOT LEGIBLE

EXHIBIT 4

SPECIAL CONDITIONS

Exhibit '4'
SPECIAL CONDITIONS
Eagle Mountain Properties Master Plan Area

Disclosure and Acknowledgment Concerning Availability of Municipal Services

The Developer understands that the Town of Eagle Mountain provides municipal services where and when available to its residents. Approval by the Town to record a subdivision plat or the issuance of a building permit by the Town is not a commitment by the Town to supply water, sewer, electric power, or telephone services at this date. The Town has insufficient capacity as of the date of this agreement, to provide water, electric power, sewer and telephone service to the properties of the Developer's project described on Exhibit "1" and may not provide water, sewer, telephone, and electric power services unless the Town has acquired sufficient facilities to do so. Eagle Mountain Properties, L.C. has assumed the obligation to build certain facilities, and if the required facilities are not constructed by Eagle Mountain Properties, L.C., the Town may not have sufficient capacity to supply water and power when a home is ready for occupancy. Contact Eagle Mountain Properties, L.C. for further information or the Town of Eagle Mountain Engineer for further information.

The Developer is required and hereby agrees to print the statement set forth below in all documents offering any part of the project for sale and to require in all subsequent sale documents that each subsequent purchaser also require continuing disclosure and disclose to future purchasers the following statement in all sale documents offering the project or any part of the project for sale.

SOUTH AREA UTILITIES DISCLOSURE

The Town of Eagle Mountain is a rapidly growing community and because of the rapid growth, the Town needs more water, sewer, power and telephone utility facilities. The Town has entered into an agreement with Eagle Mountain Properties, L.C. to provide additional utilities which are required by utility capacity demands as the Eagle Mountain Properties area grows. In the event that Eagle Mountain Properties is deficient in funding the growth of the utilities, the Town is not liable for utility deficits encountered by home buyers or builders and may not have capacity to supply certain utilities. To find out the status of utility capacity, contact the Town of Eagle Mountain Engineer.

I have read the statement above concerning utilities in the Town of Eagle Mountain.

Date: _____

Buyer

Buyer

A copy of seller's sales literature and sales documents shall be available upon reasonable request of the Town to verify the Developer's and subsequent sellers compliance with this Special Condition.