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WASATCH COUNTY CORPORATION  
For: DEER CANYON PRESERVE

DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
DEER CANYON PRESERVE

a subdivision located in Wasatch County, Utah

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
DEER CANYON PRESERVE**

THIS DECLARATION (this "Declaration") is adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by DCP, L.L.C., a Utah limited liability company (the "Developer") and shall apply to the Property described in Exhibit A, which shall be known as Deer Canyon Preserve, a subdivision situated in Wasatch County, Utah.

**RECITALS**

A. The Developer is the owner of certain real property (the "Property") located in Wasatch County, Utah, described on Exhibit "A" attached hereto.

B. The Developer has subdivided the Property into Lots 1 through 59, inclusive, which shall be known as the Deer Canyon Preserve Subdivision. The subdivision plat may be recorded in phases, and there may be more or less than 59 lots. The Declarant reserves the right to reconfigure phases and lots whose Plat has not yet been recorded.

C. The Developer desires to provide a general plan for the development of the Property and for the establishment of covenants, conditions and restrictions to enhance and protect the value and attractiveness of the Property, all in accordance with the provisions of this Declaration. In addition, the Property may be subject to the additional restrictions set forth in the Jordanelle Basin Land Use Plan and in the Development Agreement between the Developer and Wasatch County.

**COVENANTS, CONDITIONS AND RESTRICTIONS**

NOW, THEREFORE, for the reasons recited above, the undersigned covenant, agree and declare that the Property shall be subject to the following covenants, conditions and restrictions:

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

(a) "Assessment" means an Owner's portion of the Common Expenses or any other amount charged by the Association.

(b) "Association" means the Deer Canyon Preserve Homeowners Association, a nonprofit corporation whose members shall be the Declarant and owners of the Lots in the Project .

(c) "Committee" means the committee of three (3) Owners elected or appointed to manage the Association and the Common Areas.

(d) "Common Areas" means the Common Roads, the Common Utilities, the Open Areas, Water Detention Areas, and the entrance area, gate, guardhouse (if any), landscaping and improvements.

(e) "Common Expenses" means:

(i) all sums lawfully assessed against the Owners;

(ii) expenses of administration, maintenance, repair and replacement of the Common Areas including, without limitation, the cost of plowing the snow on the Common Roads;

(iii) expenses allocated by the Association among the Owners including, without limitation, the Sewer Costs and the Water Costs; and

(iv) expenses agreed on as Common Expenses by the Committee.

(f) "Common Roads" means those portions of the Property designated on the Plat as roads, together with all improvements constructed or installed on such roads. All such roads within the Project are private roads for the use of the Owners and their guests and invitees.

(g) "Common Utilities" means those portions of the sanitary sewer and culinary and secondary water pipes between the Lot lines and the respective meters for the Project, together with such meters if owned by the Association. The Developer retains a non-exclusive easement across all common areas for the installation of utilities.

(h) "Design Requirements" means the requirements attached as Exhibit "B", incorporated by this reference, as the same may be amended, modified or supplemented by the Committee after the date of this Declaration. Also included in the definition of Design Requirements are all of the requirements, design and otherwise, set forth in the Jordanelle Basin Land Use Plan, the codes of Wasatch County then in effect, and elsewhere within this Declaration.

(i) "Developed Lot" means a Lot on which a Dwelling legally approved by Wasatch County is being or has been constructed.

(j) "Dwelling" means the detached single family residence, place of habitation, abode or living unit constructed on a Lot.

(k) "Lot" or "Lots" means the subdivided and recorded lot or lots within the Property and, where the context so requires, any Dwelling constructed thereon. Lots also include an undivided interest in the Common Areas.

(l) "Official Records" means the official records of the Wasatch County Recorder.

(m) "Open Areas" means those portions of the Property designated on the Plat as open area. The Open Areas will be left in their natural state.

(n) "Owner" or "Owners" means the record owner or owners, whether one or more persons, of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

(o) "Plat" means the plat or plats for the Project, recorded in the Official Records.

(p) "Project" means all phases of the Deer Canyon Preserve Subdivision.

(q) "Sewer Costs" means the costs of providing sanitary sewer service to the Lots, which shall be provided and serviced by the Jordanelle Special Service District. Each Owner shall, at its sole cost, install lateral sewer pipes for its Lot at the time a Dwelling is constructed on such Owner's Lot and pay for the sewer service used by their Lot.

(r) "Water Costs" means the costs of providing culinary and secondary water to the Lots, which shall be provided and serviced by the Jordanelle Special Service District. Each Owner shall, at its sole cost, install a culinary and where required, a secondary, water meter and lateral water pipes for its Lot at the time a Dwelling is constructed on such Owner's Lot or at such time is water is otherwise placed in use at the Lot and shall be responsible for the cost of the water used by them in connection with their Lot. If water is used in the Common Areas by the Association, the cost of such water shall be a Common Area Expense.

(r) "Water Detention Areas" means areas as designated on the Plat which are to be graded and maintained as detention areas for storm water. The Water Detention Areas shall be landscaped and irrigated.

2. Use Restrictions and Nature of Lots. The Lots are subject to the use and other restrictions set forth in this Declaration, which shall govern both the architecture of the Dwellings and the activities on and around the Lots:

(a) Residential Purposes. No Lot shall be used except for residential single family dwelling and any Dwelling and structure thereon shall be maintained in good repair and in a clean and attractive appearance, compatible with surrounding Lots and Dwellings. Residences may not be leased or rented to tenants on a short term basis, it being the intent of the Developer that the residences will be used by their Owners and their families. Residences may not be rented or leased out as short term vacation accommodations. Upon request, a Lot Owner shall provide the Association with a copy of any lease then in effect affecting his Lot. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. Accessory buildings, if approved, shall be consistent in design and materials with the primary residence. Gainful occupational, professional, trade or other nonresidential use (such as a model home) may be conducted on a Lot only if permitted by Wasatch County and approved by the Committee. No business activity shall be allowed that includes visitors, invitees, or employees (other than a Lot Owner) coming to a residence for business activities except on an intermittent basis. No person shall engage in such uses without the prior review and approval by the Committee and the appropriate officials of Wasatch County. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the applicable municipalities and agencies governing land use and buildings. No structure such as a trailer, RV shack, shed, tent, garage, or other out-building shall be used on any Lot at any time as a residence. No barns shall be permitted.

(b) Architectural Control. No grading, excavation, building, fence, wall, Dwelling or other structure of any kind shall be commenced, erected, maintained, improved, altered or made until the construction plans and specifications along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. The Committee shall not give its consent to any improvements unless, in the opinion of the Committee, the proposed improvements meet all Design Requirements then in effect and are in harmony with existing structures and improvements in the Project and with the surrounding landscape. All subsequent additions or changes to or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of any Lot, shall be subject to the prior written approval of the Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. A fee of \$300.00 will be assessed to each builder/homeowner by the Committee for architectural compliance review, to be completed by the Committee within two weeks after complete submission. One resubmission will be allowed at no cost, and the Committee will complete a review of a resubmission within one week. A fee of \$100.00 will be charged for any other resubmission(s), each of which may take up to three weeks for review. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Wasatch County before commencing any clearing or construction on the Lot and for the connection of all utilities to such Owner's Lot.

(c) Construction. The original purchaser of the Lot from the Declarant, or their assigns or successors, must start construction on such Lot not later than thirty-six (36) months from the date of the initial closing and complete construction of all approved structures not later than twelve (12) months from the date construction starts. The "start" of construction shall be when any foliage is cut or removed in anticipation of the landscaping or construction to be undertaken, or any other construction activities are commenced on a Lot. All building debris, excavation dirt and the like associated with the building process shall be removed within such twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks in the Project. If construction activities result in gravel and mud accumulating on the paved street, the Lot owner shall be responsible to see that such material is removed periodically as needed, and not less than every other week. In the event of a resale of a Lot, no extension of time will be granted without written approval of the Committee prior to the resale of the Lot. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all Lots shall be kept in a reasonably neat and orderly condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction or improvements may be kept only in areas approved by the Committee, which may also require screening of such material and equipment storage areas. Every effort shall be used to minimize the impact of construction on neighboring Lots.

(d) Deadline for Completion of Landscaping and Automatic Sprinkling System. Landscaping pursuant to the approved plan along the driveway and between the street and the dwelling shall be completed for each Lot by the end of the first summer in which the dwelling can be occupied. Each yard in the area between the residence and the street shall contain a minimum of four (4) trees of at least two (2) different species, each of which is at least two (2) inches in diameter and at least six (6) feet high. The remainder of the approved Landscape Plan shall be installed, including an automatic sprinkling system, within one (1) year of the occupancy date of any structure built upon said Lot. The design standards of the Jordanelle Basin emphasize the need to retain and protect natural vegetation. It is not contemplated that Lots will be fully landscaped. Special attention shall be paid to the revegetation parameters established by the Jordanelle Basin Land Use Plan.

(e) Swimming Pool Standards. Swimming pools of permanent construction which are not enclosed within a building shall be set back at least twenty five (25) feet from all property lines and shall be completely surrounded by a fence or wall having a height of at least six (6) feet. Fences shall be designed so that openings will not permit a four (4) inch diameter sphere to pass through them, except for gates which shall be equipped with self-closing and self latching devices.

(f) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Lot, and no odors or loud noises shall be permitted to arise

or emit from any Lot so as to render all or any portion of any Lot or activity thereon unsanitary, unsightly, offensive or detrimental to the Owners or occupants of any other Lot in the vicinity. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity or to its occupants. A significant benefit of the subdivision is intended to be its quiet rural location. The use of motorbikes of any kind, ATV's and snowmobiles anywhere within the Project is considered a nuisance and is precluded, except when weather or other emergency conditions are such that they afford the only means of access over the streets in the subdivision. Motorized vehicles of all types are precluded from using the non-paved common areas within the subdivision. Motorcycles whose primary use is as a highway bike may be driven over the streets to go to and from a lot to the public highways.

(g) Parking or Storage of Vehicles. No articles, material, equipment or vehicles of any nature shall be parked or stored on any street or driveway located within the Project, except as expressly provided in this paragraph. Licensed, regularly used visitor passenger vehicles may be parked on the streets of the Project in approved areas for less than twenty-four hours. Overnight parking of such vehicles shall generally be restricted to the driveway of the Dwelling being visited. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, snowmobiles, recreational, commercial, oversized or other vehicles shall be stored outside, including on driveways, off paved surfaces, or on streets. No cars on blocks or non-running vehicles are permitted within the Project unless kept inside an enclosed garage or accessory building. Step vans and larger trucks shall not be parked outdoors within the project, except during periods of actual use.

(h) Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on or within any Unit, Dwelling, or otherwise within the Project, except in sanitary containers located in appropriate areas screened and concealed from view, and no odors shall be permitted to arise therefrom so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of the neighboring Units only when set out for a reasonable period of time (not exceeding twenty-four (24) hours before and after scheduled trash collection hours). There shall be no exterior fires whatsoever except barbecue fires contained within appropriate receptacles therefor.

(i) Repair of Improvements. No improvements on any Lot shall be permitted to fall into disrepair and all improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any Dwelling or other structure is damaged or destroyed, then, subject to the requisite Committee approvals, such Dwelling or other structure shall be repaired, rebuilt or demolished at the sole expense of the Owner of such Lot, within a reasonable amount of time, as it previously existed or as otherwise approved by the Association.

(j) Animal Restrictions. No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept on or within any Unit, Dwelling, or otherwise within the Project,

except that usual and ordinary dogs, cats, fish, birds and other household pets (excluding without limitations, equine, bovine, sheep, swine, goats and other such animals) may be kept on or within the Units, subject to rules and regulations adopted by the Association, and provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Committee (or the Architectural Committee or other such person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association acting through the Committee, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Committee, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Project must be either kept within an enclosure, or on a leash being held by a person capable of controlling said animals. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Committee. Should any animal belonging to an Owner be found unattended, out of the enclosure, or not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Committee or a person designated to do so, to a shelter under the jurisdiction of the local governmental entity in which the Project is situated and subject to the laws and rules governing such shelter, or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept with the Project by an Owner or by members of his family, his tenants or guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used area within the Project.

(k) Restriction on Further Subdivision; Property Restrictions and Rezoning. No Lot shall be reconfigured or further subdivided or separated into smaller lots by any Owner without the prior written approval of the Committee, which approval must be evidenced on the official plat or other instrument creating the subdivision. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without having been first approved in writing by the Committee and Wasatch County. Any covenants, conditions, restrictions or easements recorded without such approval shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with the provisions of this Declaration.

(l) Developer's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the Developer or its duly authorized agents of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of Lots.

(m) Utilities Easement and Right-of-Way. Easements and rights-of-way for the installation and maintenance of utilities and drainage facilities and other uses are reserved as



shown on the Plat or as otherwise set forth herein, and all Lots shall have a ten (10) foot utility easement and right-of-way surrounding all sides for installation of various utilities and equipment, such as water, sewer, storm drainage, telephone, electricity, secondary water, natural gas, etc., in addition to whatever is shown on the Plat. All utilities shall be placed under ground. All easements may be utilized by the various utility companies at their discretion for placement of utilities and/or equipment. Within this easement and right-of-way, no structure, large planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, change the direction or flow of drainage channels in the area, or obstruct or retard the flow of water through drainage channels or easements. The easement and right-of-way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

(n) Common Roads. Easements and rights-of-way for vehicular ingress and egress to and from the Lots over and across, and for underground utilities and related facilities under, the Common Roads are reserved as shown on the Plat. Such easements and rights-of-way shall be prior and superior to any other instrument recorded after this Declaration is recorded in the Official Records. Each lot owner shall have a non-exclusive easement across all streets in the subdivision, and along and in existing easements for locating utilities used at a dwelling or accessory building on a lot within the subdivision.

(o) Fire Hazards. Wasatch County discourages the use of wood or coal burning fireplaces, and their use may be limited by the County or the Committee. All stacks and chimneys from fireplaces with combustible materials other than gas shall be fitted with a spark arrester. All Owners shall strictly comply with all state laws and county ordinances pertaining to fire hazard control.

(p) Hunting and Firearms. The discharge or shooting of firearms in the Project is prohibited. Hunting in the Project is prohibited.

(q) Fences. Fences are not permitted in the project to allow for wildlife migration and movement. Low (no more than 3' in height) decorative stone/landscape fences may be allowed at the discretion of the Architectural Committee. All dog kennels must be within a fenced enclosure located no more than five feet from the house, and shall be screened from the view of roads and adjoining Lots. In no circumstances may a kennel exceed 200 square feet in total area. All fenced enclosures must be approved in writing by the Architectural Committee prior to their installation. In no case shall fences be allowed to be built around the periphery of a Lot.

3. Association. All Owners shall belong to the Association. The Association shall exist for the purpose of managing, operating, maintaining, repairing and replacing, as necessary, the Common Areas, including snow and ice removal from the Common Roads, and such other matters

as are appropriate. The Common Areas shall be maintained in good repair and in accordance with the standards established by Wasatch County.

4. Committee. The Association shall be operated and controlled by the Committee, subject to the following, which shall constitute the Bylaws of the Association:

(a) Members of the Committee. The Committee shall be comprised of not less than three (3) qualified persons who shall be duly qualified, elected or appointed in the manner set forth below. The Committee may increase its size to not more than six (6) members.

(b) Voting. Each Lot shall have one (1) vote. The following restrictions apply to voting on Association issues, including, but not limited to, the election of Committee members: (i) when more than one person owns or holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting, and in the absence of such advice the vote of the Lot shall be suspended in the event more than one person seeks to exercise it; (ii) if an Owner has leased such Owner's Dwelling, then such Owner may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to such Owner's tenant, provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting; and (iii) the Committee has the right to suspend an Owner's right to vote if such Owner is not current on the payment of such Owner's Assessments or is in material violation of any of the terms, covenants or provisions set forth in this Declaration.

(c) Composition of Committee. The Developer shall have the exclusive right to appoint all of the members of the Committee until the occurrence of the earlier of the following events (either, a "Transfer Event"), at which time control of the Committee (subject to the perpetual right of the Developer to appoint one (1) member of the Committee) shall be transferred by the Developer to the Owners and the Owners shall elect the Committee:

(i) forty-five (45) days after the date on which a Dwelling has been constructed and a certificate of permanent occupancy has been issued for all Lots in all phases of the Subdivision; or

(ii) at such time as the Developer elects in writing to transfer management and control of the Association.

The initial members of the Committee shall be appointed by the Developer. Anything to the contrary contained in this Declaration notwithstanding, one (1) person designated by the Developer shall always remain a member of the Committee if the Developer so desires.

(d) Terms. Committee members shall be elected and/or appointed to serve two (2) year terms. After the members appointed by the Developer leave the Committee, terms shall be staggered so that at least one new member is elected each year.

(e) Qualifications. To qualify to serve on the Committee, a person must be an individual Owner or the legal representative of an organizational Owner in good standing or may be a person other than an Owner if appointed by the Developer.

(f) Vacancies. Any vacant seat on the Committee shall be filled by the Developer prior to a Transfer Event. After a Transfer Event, a vacant seat shall be filled by a person that is an Owner duly qualified, elected or appointed to fill such vacancy, subject to Paragraph 4(i).

(g) Dismissal. Any member of the Committee who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit such member's seat. In such cases, the remaining Committee members shall elect a replacement to sit on the Committee until the next meeting of the Association.

(h) Removal of Committee Member. Except for members of the Committee appointed by the Developer prior to the occurrence of a Transfer Event, members of the Committee may be removed at any time by the affirmative vote of at least a majority of the Owners. (As used in this Declaration, "a majority of the Owners" refers to a majority of the Lots, irrespective of the number of Owners.)

(i) Replacement. Unless a member of the Committee is removed by the affirmative vote of a majority of the Owners, such member shall be replaced by an appointment of the remaining members of the Committee. A member of the Committee removed by the affirmative majority vote of the Owners shall be replaced by the majority vote of the Owners present in person or by proxy at a special meeting called for that purpose. Anything to the contrary notwithstanding, the Developer shall be entitled to replace all members of the Committee appointed by the Developer.

(j) Completion of Term. Unless such member forfeits or otherwise loses such member's seat as provided in this Declaration, a member shall serve on the Committee until such member's successor qualifies and is properly elected by the Owners or appointed by the Developer.

(k) No Compensation. Members of the Committee shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Committee business and approved by the Committee.

5. Officers and Agents of the Association. The Committee is the agent of the Association and shall perform its functions through those Owners or Developer appointees elected as officers of the Association by the Committee. The Committee may also perform its duties through such agents or employees as the Committee may employ or appoint. Any Association officer, agent or employee may at any time be removed, with or without cause, by the affirmative vote of a majority of the members of the Committee; provided, however, any "officer" so removed shall continue to be a member-at-large of the Committee. One (1) member may hold more than one (1) office at the same time, except that of President and Secretary. The officers of the Association, and their respective powers and functions, shall be as follows:

(a) President. The President shall be a member of the Committee and the chief executive of the Association and shall exercise general supervision over the property and affairs of the Association. The President shall preside over all meetings of both the Committee and the Association. The President shall execute all instruments on behalf of the Committee, unless the President chooses to delegate that authority to another Committee member.

(b) Secretary. The Secretary shall keep minutes of all of the meetings of both the Committee and the Association, as well as all other books and records which are required or made necessary.

(c) Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of operation. The financial books and records of the Association shall be kept in accordance with generally accepted accounting practices. The offices of Secretary and Treasurer may be held by the same Committee member.

6. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners' meeting or at such other time as the members of the Committee may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may determine, but no less than once each quarter. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two (2) members of the Committee. Written notice of all special meetings shall be delivered to each member of the Committee at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all members of the Committee may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the Committee members then in office.

7. Status and General Authority of Committee. Any instrument executed by an officer of the Association or by the Committee that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for

value relies on said instrument. The Association shall constitute a legal entity capable of dealing in its own name. The Committee shall have, and is granted, the following authority and powers:

(a) To Enter. The power and authority to enter on any Lot to make repairs and to do other work necessary for the proper maintenance and operation of any easement, right-of-way, utility or the Common Areas. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours' prior notice before the Committee or its representative shall exercise this power. In the event of an emergency entry without notice, the person entering the property shall leave in a conspicuous place written notice stating such person's name and title as well as the day, date, time and purpose of the entry.

(b) Grant Easements. The authority, without the vote or consent of any other person, to grant or create, on such terms as the Committee deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Project as reasonably necessary or useful for the proper maintenance, operation or regulation of the easements, rights-of-way, utilities and Common Areas.

(c) Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to this Declaration which has been approved by the vote or consent necessary to authorize such amendment.

(d) Standing. The power to sue and be sued.

(e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Association, easements, rights-of-way, utilities or the Common Areas.

(f) Promulgate Rules. The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the easements, rights-of-way, utilities and Common Areas are maintained and used in a manner consistent with their original design and construction.

(g) Delegation of Authority. The power and authority to delegate its duties, in whole or in part, to a manager or management company.

(h) All Other Acts. The power and authority to perform any and all other acts and to enter into any other transactions which may be reasonably necessary in order for the Committee to perform its functions for and on behalf of the Owners.

Anything to the contrary contained in this Declaration notwithstanding, while the Developer controls the Association and before the occurrence of a Transfer Event, any amendments to this Declaration must be approved in writing and in advance by the Developer.

8. Owner's Meetings. The members of the Association shall meet as follows:

(a) Annual Meeting. The annual meeting of the Owners shall be held at 7:00 p.m. on the second Thursday of October of each year unless otherwise determined by the Committee. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be delivered in person or mailed by regular U.S. Mail, postage prepaid, to each person who appears as an Owner at such person's last known address as shown on the books and records of the Association. The notice shall state the day, date, time, place and general purpose of the meeting.

(b) Special Meetings. Special meetings of the Association may be called at any time by the Committee or by Owners who collectively hold at least thirty percent (30%) of the total vote. Such meeting shall be held at such place as the Committee may specify and the notice thereof, which must be sent by the Committee, shall state the day, date, time, place and matters to be considered as the meeting. No items other than those expressly set forth in the notice may be addressed at the special meeting.

(c) Waiver of Notice. No notice of any meeting of the Owners shall be required if a waiver of such notice is signed by all of the Owners. Whenever all of the Owners meet in person or by proxy, such meeting may not be challenged on grounds of inadequate notice.

(d) Quorum. The presence of a majority of the Owners entitled to cast a vote, by proxy or otherwise, shall constitute a quorum for the transaction of business at any Owner's meeting. If a quorum is not present at any Owner's meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days after the time set for the original meeting. Those Owners present at the rescheduled meeting shall constitute a quorum. Anything to the contrary notwithstanding, in any instance in which this Declaration requires the affirmative vote of a certain number of Owners for authorization or approval of a matter, the written consent of such number of Owners, is sufficient authorization or approval of the item, regardless of the quorum requirements.

(e) Notice to Eligible Mortgage Holders. An eligible mortgage holder shall be the holder of a first priority lien mortgage that has given written notice to the Association of such interest and made a request for notice. Notice of Committee or Association action which may have any impact on Eligible Mortgage Holders shall be given as requested.

9. Common Income, Expenses and Voting Rights. The common income of the Association shall be allocated, the Common Expenses shall be charged, and the voting rights shall be allocated to the Owners equally, except as otherwise expressly provided in this Declaration with regard to Water Costs. Each Owner, on receipt of a deed or other document of conveyance or transfer to a Lot, agrees to and shall pay such Owner's portion of the Common Expenses or any other

Assessment levied against such Owner or such Owner's Lot, including any fines resulting from a violation of this Declaration or any rule or regulation adopted by the Committee.

The initial assessment payable to the Association shall be \$200 per month per lot, commencing from the date the lot is conveyed by the Declarant or its successor. Fees for the remainder of a calendar year in which a lot is transferred from the Declarant shall be collected at the time of the transfer. The fees shall be adjusted annually by the Committee to reflect actual and anticipated costs. Payments after the first year shall be made on a quarterly basis, due on March 31, June 30, and September 30, but the date payments are due may be adjusted by the Committee.

(a) Developer. Anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments on any Lots owned by the Developer until such time as the occurrence of the earlier of the following:

(i) the physical Dwelling structure on the Lot has been substantially completed, a certificate of permanent occupancy has been issued and the Lot has been sold or rented; or

(ii) the Developer elects in writing to pay the Assessment.

(b) Purpose of Common Expenses. The Assessments provided for in this Declaration shall be used for the general purpose of operating the Association as well as maintaining, repairing and replacing the easements, rights-of-way and Common Areas. The Association shall be responsible to maintain the common areas, including the streets within the subdivision. Their responsibility includes snow removal on the streets, and the expenses incident thereto.

(c) Budget. At least thirty (30) days prior to the annual meeting of the Owners, the Committee shall prepare and deliver to the Owners a proposed budget which:

(i) shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1; and

(ii) shall be based on advance estimates of cash requirements by the Committee to provide for the payment of all estimated expenses growing out of or connected with the operation, maintenance, repair and replacement of the easements, rights-of-way and Common Areas, as well as the management of the Association.

(d) Approval of Budget and Assessments. The proposed budget and the Assessments shall become effective unless disapproved at the annual Owner's meeting by the affirmative vote of a majority of the Owners. Notwithstanding the foregoing, however, if the Owners disapprove the proposed budget and Assessments or the Committee fails for any reason to establish the budget and Assessments for the succeeding year, then and until such time as a new budget and Assessment schedule shall have been established, the budget and

Assessment schedule in effect for the then current year shall continue for the succeeding year.

(e) Method of Payment of Assessments. The Committee has the sole authority and discretion to determine how and when any Assessment is to be paid.

(f) Personal Obligation of Owner. Each Owner is personally liable to pay any Assessment levied by the Committee against such Owner or such Owner's Lot; provided, however, no mortgagee or beneficiary under a first position mortgage or deed of trust that obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.

(g) Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change that is not greater than fifteen percent in the amount of said payments. Owners shall be given at least thirty (30) days' prior written notice of any increase in the amount of the Assessment. Any increase that is greater than 15% shall be treated as a Special Assessment under paragraph 10 below.

(h) Reserve Account. The Committee shall establish and maintain a reserve account to pay for unexpected operating expenses and capital improvements. Not less than ten percent (10%) of the annual assessment shall be placed in the Reserve Account.

(i) Statement of Common Area Assessments Due. On written request, the Committee shall furnish to any Owner a statement of Assessments due, if any, on such Owner's Lot.

(j) Superiority of Common Area Assessments. All Assessments and liens created to secure the obligation to pay an Owner's share of the Common Expenses are superior to any homestead exemptions to which an Owner may be entitled, which exemptions an Owner, by accepting a deed or other document of conveyance or transfer to a Lot, expressly subordinates or waives.

(k) Suspension of right to Vote for Non-Payment. At the discretion of the Committee, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of such Owner's Assessments and has failed within ten (10) days after delivery of written notice of the default to cure or make satisfactory arrangements to cure the default.

10. Special Assessments. The Committee, with the affirmative consent or approval of at least a majority of the Owners, may levy a special Assessment to pay for unanticipated expenses, a budget shortfall or any capital improvement.

11. Fines and Individual Assessments. The Committee may fine Owners and residents for the failure to comply with this Declaration or any rules and regulations adopted from time to



time. In addition, individual assessments may be levied by the Committee against a Lot or its Owner to compensate or reimburse the Association for:

- (a) costs incurred in enforcing or construing this Declaration;
- (b) costs associated with the maintenance, repair or replacement of any portion of the easements, rights-of-way and Common Areas damaged by an Owner or resident;
- (c) any other charge, fee or expense designed by the Committee as an individual assessment; and
- (d) attorney's fees, late fees, default interest and collection costs;

provided, however, that no fine or individual assessment shall be final until after the Owner or resident shall have received written notice thereof and a reasonable opportunity to be heard by the Committee. After notice and hearing, the decision of the Committee shall be binding, final and conclusive.

12. Collections. Assessments, fines and other monetary charges shall be collected as follows:

(a) Apportionment and Collection of Assessments. The amount of Common Expenses assessed against each Lot is a debt of the Owner at the time the Assessment is made and is collectible as such. A lawsuit or cause of action brought to recover a money judgment for unpaid Common Expenses is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the Owner in the Lot, and on the recording of notice of lien, constitutes a lien on the Owner's interest in the Lot first in priority to all other liens and encumbrances, recorded or unrecorded, except:

- (i) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and
- (ii) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(b) Late Fees and Accruing Interest. A late fee in the amount of Twenty-Five Dollars (\$25) or five percent (5%) of the delinquent amount, whichever is greater, may be assessed on payments received more than ten (10) days after their due date. Simple interest at the rate of one and one-half percent (1.5%) per month shall accrue on all accounts more than 30 days past due. The Committee may apply payments to the most recent amount due. The Committee may, in its sole discretion and under circumstances that the Committee deems fair and just, elect to waive late fees and accruing interest but the Committee is not required to do so.

(c) Foreclosure of Lien and/or Personal Judgment. The Committee may elect to institute a lawsuit, foreclose a lien or both in order to collect past due obligations for fees and assessments. The Committee shall be entitled to collect all attorneys fees and Court costs incurred as a result of any such action in which it is the prevailing party.

(d) No Waiver. No Owner may waive or otherwise exempt such Owner from liability for such Owner's portion of the Common Expenses or the payment of any Assessment, fine or other monetary charge provided for in this Declaration by the abandonment of such Owner's Lot.

(e) Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Committee or the Developer to take some action or perform some function required to be taken or performed by the Association or Committee under this Declaration, or for inconvenience or discomfort arising from the operation, maintenance, repair or replacement of the easements, rights-of-way or the Common Areas, or from any action taken to comply with any law, ordinance or order or directive of any municipal or other governmental authority, since the obligation to pay Common Expenses and Assessments is a separate and independent covenant on the part of each Owner.

(f) Foreclosure of Lien as Mortgage. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's Lot. The sale or foreclosure shall be conducted in the same manner as foreclosures of mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including, but not limited to, the cost of recording the notice of lien, certified mailing or personal service, foreclosure report and reasonable attorneys' fees. In the foreclosure action, the Association may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the Lot at foreclosure or other sale and hold, lease, mortgage or convey the same.

(g) Attorney-in-Fact. Each Owner by accepting a deed or other document of conveyance or transfer to a Lot irrevocably appoints the Association as such Owner's attorney-in-fact to collect rent from any person renting such Owner's Dwelling, if the Dwelling is rented and such Owner is delinquent in the payment of such Owner's portion of the Common Expenses or any Assessment or fine. Rent due shall be paid directly to the Association, on written demand, until such time as the Owner is current on such Owner's obligations to the Association. Such Owner shall credit such Owner's renter, against rent due, an amount equal to the amount of money paid by the renter to the Association.

13. Insurance. The Committee shall purchase and maintain appropriate property, liability and directors' and officers' insurance coverage as well as a fidelity bond covering those persons handling and responsible for monies of the Association.

14. Covenants to Run With the Land. This Declaration shall apply to all phases of the Project, including those subsequently recorded. The Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded. This Declaration and all the provisions hereof shall constitute covenants running with the land and equitable servitudes, and shall be binding on and shall inure to the benefit of the Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or the Project and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments and determinations contemplated by this Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration. In the event there is any tort liability against the Association which is not completely covered by insurance, only those Owners, if any, directly responsible for the grossly negligent or willful acts or omissions giving rise to the tort shall be obligated to contribute to any Special Assessment made to cover such liability. Any insurance carried by the Association shall be primary.

15. Enforcement and Right to Recover Attorneys' Fees. If the Association, the Committee or an aggrieved Owner takes any action to enforce or construe this Declaration or any rules and regulations adopted from time to time, or to pursue any remedy provided in this Declaration or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses which may arise or accrue.

16. Limitation of Liability. The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the Committee, are established for the benefit of the Developer, the Project and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act or failure to act of the Developer or the Committee or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot. The Committee and its members shall be indemnified, saved and held harmless by the Association from any such action or failure to act by the Association, and exempt from any civil claim or action which may result from any act or failure to act (whether intended or implied) while functioning as a member of the Committee, or for decisions that they may render during the course of their service, unless said party is guilty of gross intentional negligence. No claim may be made by any lot owner, guest, or invitee against the Association or the Committee for any weather related damages or loss incurred as a result of damage to a person or vehicle being operated on the streets within the subdivision. The property is situated in an area where snow and ice are a part of the environment, and the clearing of streets is both difficult and may be delayed for reasons beyond the control of the Committee or the Association.

17. Amendments. This Declaration may be amended on the affirmative written approval of at least a majority of the Owners of the Lots and shall be valid immediately on recording of the document amending this Declaration in the Official Records; provided, however, that so long as the

Developer owns at least one (1) Lot in the Project, no amendment shall be valid or enforceable without the Developer's prior written consent; and provided, however, that so long as the Developer owns at least fifteen (15) Lots in the Project, this Declaration may be amended in the sole discretion of the Developer.

18. Duration. This Declaration shall survive for a term of fifty (50) years from the date this Declaration is recorded, after which time this Declaration shall, unless terminated by a vote of two-thirds (2/3) of the then present Lot Owners, be automatically be extended for successive periods of ten (10) years.

19. Grant of Easements. Each Lot Owner is hereby granted a permanent, perpetual, non-exclusive easement for the benefit of and appurtenant to the Lot for the purpose of vehicular and pedestrian ingress and egress, and for the installation, maintenance and use of all utilities of every type across and along the Streets within the subdivision, and to use all other Common Areas in a manner consistent with their intended and designed use. The Developer is granted an easement for all purposes over all Common Areas and the Streets until an Event of Transfer occurs, in which event, any easement rights of the Developer shall pass to the Committee.

20. Right of Developer to Assign. The Developer shall have the right to assign all of its rights and obligations hereunder.

21. Interpretation. The captions which precede the paragraphs of this Declaration are for convenience purposes only and shall in no way affect the manner in which any provision is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part and any gender shall include both other genders or the neuter. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder of this Declaration.

THE DEVELOPER has executed this Declaration on the date set forth above.

DCP, L.L.C.,  
a Utah limited liability company

By:   
Richard T. Wolper, its Manager



## EXHIBIT "A"

Deer Canyon Preserve  
Overall Boundary

Beginning at the East Quarter Corner of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 00°33'50" West, along the East line of said Section, 2569.98 feet, to the Southeast Corner of said Section 6; thence South 00°22'42" East, along the East line of Section 7, 121.18 feet; thence South 67°39'00" West, 1144.07 feet, to the Northeasterly line of US Highway 189; thence along said Northeasterly line on a non-tangent curve to the left, with a radius of 3990.94 feet, the center of which bears South 54°03'21" West, through a central angle of 1°42'11", an arc distance of 118.63 feet; thence North 45°23'02" West, along said Northeasterly line, 187.54 feet, to the Westerly line of a 100.00 foot wide County road; thence North 02°27'57" West, along said Westerly line, 308.06 feet, to the South line of Section 6; thence South 89°01'23" West, along said Section line, 43.57 feet; thence South 00°22'11" East, 128.23 feet; thence along the arc of a non-tangent curve to the right, with a radius of 390.86 feet, the center of which bears North 63°41'48" West, through a central angle of 8°33'11", an arc distance of 58.35 feet, to the Northeasterly line of US Highway 189; thence along said Northwesterly line, on a non-tangent curve to the left, with a radius of 3990.94 feet, the center of which bears South 47°27'57" West, through a central angle of 13°40'38", an arc distance of 952.68 feet; thence North 56°12'40" West, along said Northeasterly line, 262.47 feet; thence North 35°54'08" West, along said Northeasterly line, 518.76 feet; thence North 49°53'11" West, along said Northeasterly line, 514.43 feet; thence North 45°05'06" West, along said Northeasterly line, 545.95 feet; thence North 29°27'41" West, along said Northeasterly line, 747.09 feet; thence along said Northeasterly line, on a curve to the left, with a radius of 11692.72 feet, the center of which bears South 60°32'19" West, through a central angle of 2°05'28", an arc distance of 426.74 feet; to a point on the North - South forty acre line of the Northwest Quarter of said Section 6; thence North 00°28'16" West, along said forty acre line, 2534.97 feet, to the North line of said Section 6; thence South 89°58'18" East, along said North line 1003.34 feet, to the Wasatch - Summit County line; thence South 54°15'59" East, along said County line, 895.13 feet; thence North 64°40'31" East, along said County line, 323.80 feet; thence South 80°30'29" East, along said County line, 824.30 feet; thence North 52°13'31" East, along said County line, 418.80 feet; thence South 75°05'59" East, along said County line, 838.00 feet, to the East line of said Section 6; thence South 00°38'53" East, along said East line, 2204.71 feet, to the point of beginning.

Less and Excepting that portion within the Wasatch County Right of Way, more particularly described as follows:

Commencing at the Southeast corner of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°01'23" West, along the South line of said Section, 1178.07 feet to the Point of Beginning for this description; thence South 01°08'41" East, 400.26 feet, to the said Northeasterly Right of Way line of said U.S. Highway; thence North 45°23'02" West, along said line, 129.21 feet; thence North 02°27'57" West, 308.06 feet; thence South 89°01'23" West, along the South line of said Section, 2.75 feet; thence North 01°08'41" West, 46.66 feet; thence Northwesterly along the arc of a 360.30 foot radius tangent curve to the left, through a central angle of 42°48'28", an arc distance of 269.19 feet; thence North 44°03'41" West, 293.55 feet; thence Westerly along the arc of a 360.30 foot radius tangent curve to the left through a central angle of 54°06'59", an arc distance of 340.31 feet; thence South 81°40'19" West, 351.74 feet, to the Northeasterly Right of Way line of US Highway 189; thence North 56°12'40" West, along said line, 54.14 feet; thence North 35°54'08" West, along said line, 71.85 feet; thence North 81°40'19" East, 425.29 feet; thence Easterly along the arc of a 460.30 foot radius non-tangent curve to the right, center bears South 08°11'42" East, through a central angle of 54°08'01", an arc distance of 434.90 feet; thence South 44°03'41" East, 293.64 feet; thence Southeasterly along the arc of a 460.30 foot radius non-tangent curve to the right, center bears South 46°02'06" West, through a central angle of 42°49'14", an arc distance of 344.01 feet; thence South 01°08'41" East, 46.95 feet to the Point of Beginning.

Contains 396.179 acres, more or less

EXHIBIT "B"  
to  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
  
DESIGN REQUIREMENTS

The Design Requirements referred to in the foregoing instrument are as follows:

1. Introduction. Deer Canyon is a community that incorporates single-family residential lots into a passive open space setting. The objective of the community is to capture the sense of rural living and to protect the surrounding area and the views that are found in the community. The goal of these guidelines is not to provide detailed requirements that will result in buildings looking the same, but to encourage creativity that falls within a prescribed range of acceptability that will enhance the aesthetics and value of all parts of the community.

2. Structure Sizes. No Dwelling shall be permitted on any Lot for which the foot print for the floor area of the structure of the main Dwelling, exclusive of garages and open porches, is less than 2,500 feet.

No Dwelling shall exceed three (3) levels of living space above the average original grade at the building perimeter, and if otherwise permitted, the third level of living space may only be included within the roof structure elevation or what is commonly known as the attic or dormer. The height restrictions established by Wasatch County shall control where they are more restrictive in nature.

3. Garages. Each Dwelling shall have a private attached garage for not less than three (3) vehicles nor more than five (5) vehicles. Two (2) car garages may be approved by the Committee on a case-by-case basis. Entries to garages, where possible, shall be from a direction that is not exposed directly to the street. Exceptions may be allowed where the garage is not visible from a street. Driveways into Lots shall be hard surfaced, and may not be gravel surfaced. Where possible, driveways shall include a curve within the first 100 feet from the street so that a long straight driveway into a garage is not a part of the design appearance of any dwelling or other structure. Gates may installed on driveways so long as their primary design element consists native materials.

In addition to attached garages, detached garages or accessory building may be constructed but shall not exceed 1300 square feet in size, two stories in height, or 8/12 roof pitch. Committee approval must be obtained for all accessory buildings and detached garages, and the Committee shall have considerable latitude in prescribing siting, size, height, design, and construction elements. In no event shall detached garages or accessory buildings exceed the height of the Dwelling on the same Lot. Accessory structures must be constructed with materials and in a design that are consistent with the dwelling.

4. Exterior Security Lighting. All Dwellings must have at least one (1) 110-volt electric outdoor lamp fitted with a 20-amp electrical outlet (weather type). The lamp must have an activating light sensor. Lighting shall generally provide low level illumination for safety and security. The light source must be hidden and directed downward. Exterior garage lighting should also be sensor activated. Owners are responsible for the replacement of light bulbs. All security lighting and visibility must be maintained in good working order at all times. While minimum outdoor lighting is required, efforts shall be required to minimize the impact of light, direct or otherwise, on neighboring Lots, and to protect views of the night sky. Lighting along driveways will be limited by the Committee. Lighted outdoor recreational facilities may be prohibited depending on their location and proximity to other Lots.

5. Utilities. The Developer will stub gas, electricity, telephone and water to the Lot line. Each Owner shall complete and pay for all utility meters, connections and other fees, including gas, electricity, telephone and water to the Dwelling. Utility connections shall be made in such a manner and in such a location that they are not visible from the street. Satellite dishes and antennae should be limited in size, and where possible, shall be screened from adjacent lots and the street.

6. Materials; Quality. All structures constructed within the Project shall be of new materials (with the exception of natural stone or rock) and shall be of good quality workmanship and materials. Fifty percent (50%) of all exterior construction shall be stone or wood. Only fifty percent (50%) stucco mix of exterior surface is allowed; however, an increase in stucco to up to seventy-five percent (75%) may be allowed by written approval from the Committee if the Owner proposes to include a decorative enhancement, e.g., coined corners of different color and type of materials. Only those exterior materials that will blend harmoniously with the natural environment, with special emphasis on earth-toned colors, shall be permitted. The main exterior color of any Dwelling must be a minimum of two shades lighter or darker than the neighbor's Dwelling (if already built) on either side of the Lot.

Architectural plans for all structures will also need to be approved by the Jordanelle Architectural Advisory Committee.

No aluminum, metal, or vinyl siding will be permitted, except (only) for aluminum and vinyl materials at soffit and fascia areas. Log structures are prohibited. Chain link fence is prohibited, provided that exceptions may be granted by the Committee for a tennis court and around swimming pools. All equipment including, without limitation, roof-mounted air conditioners, roof-mounted solar panels, roof-mounted satellite dishes and roof-mounted antennae, shall be kept obscured and hidden from view of the front yard and streets.

If porches are constructed, they shall be constructed of stone, wood, or other natural materials. No vinyl or metal railings will be permitted.



Windows should be of wood, steel, vinyl clad or aluminum, and in natural finishes. Triangular, arched, round and sliding windows should be minimized.

7. Roofing Materials and Shapes. Only the top of the line of each category of roofing materials may be used: asphalt, asphalt laminated, fiberglass, wood shake and clay tile, and each shall be in the 40-year warranty category. Colors and request for variance of roof materials must be submitted to, and approved by, the Committee. No primary colors shall be allowed in roofing materials. The color of roofing materials shall be consistent with colors found in the environment or on the structure. The typical roof pitch shall be at least 5/12. The Committee may grant a variance of the roof pitch. All roof vent cap louvers, plumbing stacks, chimney flashing, down spouts, etc. are to be painted to match the color of the roof or the trim. A minimum width of six (6) inches shall be required on the fascia. No flat or barn style roofs shall be permitted. Roof shape should be considered carefully to prevent the roofscape from dominating the architecture of the project. All structures shall include significant overhangs, and be designed to shed water and snow so that they do not encroach onto adjoining properties.

Chimneys shall be made of stone or siding, and should compliment the primary structure. Back draft and spark arrestors are required. Wasatch county discourages the use of wood and coal burning fireplaces, and those types of fireplaces may not be permitted by the county or the Jordanelle Basin authorities.

Roof vents shall be painted to match the color of the roof, and should be minimized and combined where possible.

8. Concrete Window Wells. If window wells are constructed, they must be constructed with concrete window wells. Metal window wells are not permitted.

9. Landscaping. No poplars, Russian olives, Chinese elms, weeping willows or box elders are permitted on any Lot, unless existing as of the date of this Declaration. The Jordanelle Basin Land Use Plan includes a list of permitted trees that must be adhered to.

Natural drainages and flows shall be protected, and dealt with as required by the Jordanelle Basin Land Use Plan.

Street number markers for lots shall be constructed or installed using natural materials that blend in with the landscape.

Fencing restrictions are discussed in the body of the declaration. Fencing is discouraged, and its placement must be approved by the Committee. The Committee may not approve perimeter fencing.

10. Reference to the CCR's. Additional design criteria are included within the body of the CCR's to which this exhibit is appended, including in particular, Section 2

11. Jordanelle Basin Land Use Plan. Where more restrictive, all of the standards set forth in the Jordanelle Basin Land Use Plan or in the Ordinances of Wasatch County shall apply.

12. Additional Criteria. Additional criteria are set forth in the body of the Declaration, including those contained in paragraph 2.