

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
ROCKWOOD FARMS SUBDIVISION**

54 1380-
Rockwood Farms Subd.
Lots 101 to 120 +
Lot A

02-168-0101 to 0121

THIS DECLARATION is made the 4th day of January 1996, by Alyn Rockwood and Charles Rockwood, General Partners of E.P. Rockwood Investment, L.L.C., (developer and land owner) hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain property (hereinafter the "Lots") in Centerville City, Davis County, State of Utah, more particularly described as follows: Rockwood Farms Subdivision, lot "A" and lots numbered 101 to 120.

WHEREAS, Declarant intends that the Lots, together with the common easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessment; charges and liens set forth.

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

ARTICLE I

ARCHITECTURAL CONTROL

SECTION I. The Architectural Control Committee shall be composed of the Declarants (Alyn and Charles Rockwood). The committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, all partners in E.P. Rockwood Investment, L.L.C. must agree upon a successor. Neither members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2 The Lot Owner must submit a set of formal plans, specifications, and site plan to the committee before the review process can commence. In the event the Committee or its designated representative fails to disapprove within 20 days after plans and specifications have been submitted, approval will not be required and the related plans shall be deemed in compliance with the covenants. The Committee's approval or disapproval shall be in writing on the set of plans or in letter form.

SECTION 3 No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combinations and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee or its representative in order to consider the harmony of the exterior design and location in relation to the surrounding structures and topography and nuisance and safety factors.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION I Quality: 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, with the exception of Lots against the hillside, (numbers 114, 115, 116, 117,118,119) which shall not exceed three stories. A garage for not more than 3 vehicles, or 4 vehicles on Lots with more than 15,000 sq. ft. is allowed.

SECTION 2 Dwelling size:

Split-Entry	<u>900 sq.ft.</u>	Minimum finished on main floor.
Multi-Level	<u>2400 sq.ft.</u>	Minimum finished.
Two-Story	<u>1500 sq.ft.</u>	Minimum 1st Floor
Rambler	<u>2400 sq. ft.</u>	Minimum finished.

Dwelling size requirements are exclusive of open porches and garages. Each dwelling must have a garage for a minimum of 2 cars. Each dwelling must have a front with brick, rock, stucco, or a combination of rock and stucco or brick and stucco and must be approved by the Architectural Control Committee. All construction shall be comprised of new material, except that older brick may be used with the prior written approval of the Architectural Control Committee.

SECTION 3 City Ordinances: All improvements on the 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 Centerville, Davis County, and the State of Utah, which may apply.

SECTION 4 Easements: Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown of the recorded plat. 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 the flow of drainage channels in the easements of which may obstruct or retard the flow of water through drainage channels in the easements.

SECTIONS 5 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 automobiles, trailers, motor homes, recreational vehicles, boat, or other vehicles are to be stored on the streets, nor shall such vehicles be stored on any lots unless they are in running condition, properly licensed, and are regularly used.

SECTION 6 Temporary structures: No structures of a temporary character, 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 7 Building time frame: A building lot will stand vacant no more than 5 years from time of purchase. Dwelling shall be completed within 2 years from time of start up of building.

SECTION 8 Landscaping: All front and side yards must be landscaped within 2 years after dwelling is occupied. Any park strips must be planted in grass and landscaped to enhance the beauty.

SECTION 9 Garbage and Refuse Disposal: No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept clean and in sanitary condition. No trash, refuse or construction debris may be burned on any lot at any time, neither in an incinerator or open fire. Each Lot and its abutting street is to be kept free of trash, weeds and other refuse by the Lot owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

SECTION 10 Animals and Pets: No livestock, poultry, or animals other than dogs, cats or other household pets may be kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control. Acknowledgment is hereby given that landowners East and South of Rockwood Farms Subdivision, currently use their property to keep horses, cattle and other farm animals. Agreement is made that such use including maintenance and improvements, may continue without complaint from Lot owners.

SECTION 11 Assessment of Annual Maintenance Fee: There is currently no provision for maintaining the sub-surface drainage system in Centerville City. An ordinance is anticipated from the city to rectify this. Until that time it will be necessary for the Lot owner to be responsible for the exclusive management, control and maintenance of the subsurface drainage system serving the subdivision. An annual fee shall be assessed on all property located within the subdivision in an amount sufficient to service the sub-drain system and related parts thereof. Without this contingency the city would not allow basements due to the danger of flooding.

Each Lot owner, by the acceptance of instrument of conveyance and transfer thereof, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other (and the Homeowners Association involved) to pay all assessments made for the purposes of providing maintenance of the subsurface drain system serving the Subdivision. Unless otherwise specified herein, the fee assessed shall be a portion of the total maintenance costs representing the lots owner's pro-rated share per lot (not per square foot), i.e. if there are 20 lots total in the subdivision and owner owns 1 lot, owner's share will be 1/20 of total expenses. It is estimated that the cost would be about \$25 per year. This estimate is for information only and is not binding. The fees collected will be used to hire professional cleaning of the system approximately every five years.

All sums assessed a lot owner within the subdivision pursuant to the provisions hereof, together with the interest thereon are provided in these protective covenants, shall be secured by a lien on such lot in favor of the home owners (or an Homeowners Association involved). To evidence a lien for sums assessed pursuant to this Section, the lot owners (or Homeowners Association) shall prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the lot owner and description of the lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the lot owners (or Homeowners Association) and may be recorded in the office of the Davis County Recorder, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. (Other assessments may be made to cover the common expenses of the lot owners in a project.)

Subsurface drainage system assessments shall be assessed for those portions of the subsurface drainage system serving the public rights-of-way. Each lot owner shall be solely responsible for maintenance of the subsurface drainage facilities on or beneath said lot owner's lot.

The lot owners/developer may elect to delegate their responsibilities for the subsurface drain system, including funding and maintenance of such system, to the non-profit Homeowners' Association; but such delegation shall not absolve the Lot owners from their obligations to maintain and fund the subdrain system in the event the Homeowner's Association should terminate at any time for any reason. Declarants will set up a Homeowners Association and an escrow account for this purpose.

The lot owners hereby covenant and agree with Centerville City that in the event the subsurface drainage system is not maintained and funded by the lot owners as provided herein above that the City shall have the right to assess the property owners their pro-rated share of the costs of such maintenance on an annual basis and shall have the right to secure such assessments with a lien with interest thereon and to provide notice thereof in the manner provided above in these covenants.

ARTICLE III

GENERAL PROVISIONS

SECTION 1 Enforcement: Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2 Severability: Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3 Amendment: The covenants and restrictions of this declaration shall run with and bind the land, for the term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least eighty-five percent (85%) of the total votes of all Owners, which vote shall be taken at a duly called meeting.

Any amendment approval shall be reduced to writing, signed, and recorded against the Lots.

ARTICLE IV

EXCLUSIONS

SECTION 1. Lot "A". Lot "A," as shown on the recorded plat, is hereby excluded from the provisions and limitations of these Covenants, Conditions and Restrictions of the Rockwood Farms Subdivision. Lot "A" has been deeded to Centerville City, a municipal corporation of the State of Utah, to be used for public purposes as deemed appropriate in the sole discretion of Centerville City.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 11 th day of Apr, 1996.

DECLARANT:

E.P. Rockwood Investment, L.C.

By: Cheryl Rockwood
MEMBER, MANAGING PARTNER

By: Alyn Rockwood
MEMBER

STATE OF ARIZONA)
 : ss
COUNTY OF MARICOPA)

On the 9th day of April, 1996 appeared before

Alyn Rockwood, personally know to me, or proved to me

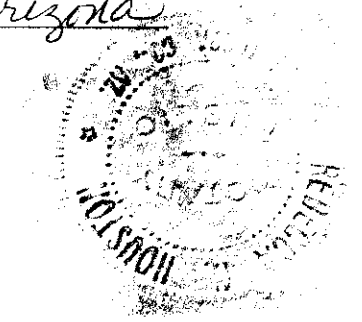
on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of E.P. Rockwood Investment L.L.C. named, who duly acknowledged to me that he executed the same.

My summation Expires:

My Commission Expires Aug. 2, 1999

Rebecca N. Houston
NOTARY PUBLIC

residing at: Tempe, Arizona



STATE OF UTAH)
: SS
COUNTY OF DAVIS)

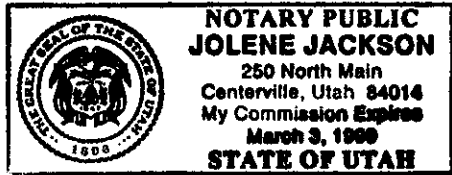
On this 11th day of April, 1996 Charles Rockwood, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of E.P. Rockwood Investment, L.D. named, who duly acknowledged to me that he executed the same.

My Summation Expires

3-3-99

Jolene Jackson
NOTARY PUBLIC

Residing at: Davis County



EXPEDITE

CO# 189275

RECEIVED
APR 16 1996
Utah Div. of Corp.
& Comm. Code

ARTICLES OF AMENDMENT FOR THE ARTICLES OF INCORPORATION OF ROCKWOOD FARMS SUBDIVISION OWNERS' ASSOCIATION

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed
and approved on the 16 day of April 1996
in the office of this Division and hereby issue
this Certificate thereof.

Examiner PS Date 4/16/96



Karla S. Woods
KORLA T. WOODS
Division Director

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of Utah and to that end, do hereby adopt Articles of Incorporation as follows:

E 1248682 B 2001 P 1127

1. Name The name of this corporation ("Association" herein) is ROCKWOOD FARMS SUBDIVISION OWNERS' ASSOCIATION.

2. DURATION The period of duration of this corporation is perpetual.

3. PURPOSES The purposes for which the Association is formed are:

(a) The specific and primary purposes are to bring about civic betterment and social improvements by providing for the preservation of the architecture and appearance of a residential subdivision known as ROCKWOOD FARMS SUBDIVISION ("Properties"), located in Centerville, Davis County, State of Utah.

(b) The general purposes and powers are:

(i) To promote the common good, health, safety and general welfare of all of the residents within the Properties.

(ii) To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Condition, Restrictions and Reservations of Easements (the "Declaration") applicable to the Properties, as amended, from time to time, and recorded or to be recorded in the office of the Davis County Recorder.

(iii) To enforce applicable provisions of ROCKWOOD FARMS SUBDIVISION declaration, bylaws and rules and regulations, and any other instruments, for the management and control of the Properties; to fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, materials, supplies and services related to facilities; to employ personnel reasonably necessary for administration and control of architectural control of all of the Properties, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Properties.

(iv) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which a corporation organized under the Utah Non-Profit Corporation and Cooperative Association Act by law may now or hereafter have or exercise; and

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(v) To act in the capacity of principal, agent, joint venturer or partner, or otherwise.

E 1248682 B 2001 P 1128

The foregoing statement of purposes shall be constructed as a statement of both powers and purposes, and powers and purposes in each clause shall not be limited or restricted by reference to or interference from the terms or provisions of any other clause, but shall be broadly construed as independent powers and purposes. The Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

4. NON-PROFIT The Association is organized pursuant to the Utah Non-Profit Corporation and Cooperative Association Act as a non-profit corporation.

5. PRINCIPAL OFFICE The initial principal office for the transaction of the business of the Association is located in the City of Centerville, County of Davis, State of Utah at the following street address 710 North 400 East Centerville, UT 84014

6. MEMBERSHIP IN THE CORPORATION AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member of the Association and no Owner shall have more than one membership in the Association. Membership in the Association shall not be assignable, except to the successor in interest of the Owner (including a Mortgagee) and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such Lot shall be the sole qualification for membership in the Association.

Each member shall be issued a Certificate of Membership in the Association. The Certificate of Membership shall include the following:

CERTIFICATE NUMBER
CLASS OF MEMBERSHIP
THE NAME OF THE ASSOCIATION
THE NAME OF THE MEMBER
RESTRICTIONS ON TRANSFER
DATE OF ISSUANCE
THE LOT (S) TO WHICH THE MEMBERSHIP IS APPURTENANT

There shall be as many Members as there are Owners of Lots in the Properties.

Section 2. Transfer. The Association Membership held by any Owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A Class A Member who has sold his Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board of Directors before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee title to the Lot sold is transferred. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Board of Directors shall have the right to

record the transfer upon the books of the Association. The Board of Directors shall have the right to charge a reasonable Special Assessment against any Owner and his Lot equal to the cost of the Association of effectuating any such transfer of his membership upon the books of the Association.

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Section 3. Classes of Voting Membership. The Association shall have two (2) classes of voting membership respecting the Lots, as follows:

Class A. Class A Members shall originally be all Owners, with the exception of the Declarant, for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B Membership as provided below. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised in accordance with Article IV, Section 2 of the Declaration, and in no event shall ~~more than one~~ (1) vote be cast with respect to any Lot.

Class B. The Class B Membership shall be the Declarant, and it shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earliest:

(a) When the total votes outstanding in the Class A Membership, inclusive of votes attributable to any property annexed to the Properties, equals the total votes outstanding in the Class B Membership; or

(b) Three (3) years from the date of recording the Declaration; or

(c) On the voluntary cancellation of the Class B Membership by Declarant.

Section 4. Vote Distribution. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may, from time to time, all designate in writing one of their number to vote. Fractional votes shall not be allowed and the Class A vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board of Directors receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or heir co-owners. No vote shall be cast for any Lot where the majority of co-owners present, in person or by proxy and representing such Lot, cannot agree to vote or other action. The no-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly held Lot and shall be entitled to all other benefits of ownership. All agreements and determination lawfully made by the Association in accordance with the voting percentages established herein, or by the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in the Declaration and the Articles of Incorporation and Bylaws of the Association.

7. Directors. The number of directors of the Association shall be three (3) and said number may be changed by a duly adopted amendment to the Bylaws of the Association, except that in no event may the number of directors be less than three (3).

The names and addresses of the persons who are appointed to act as the first directors of this corporation and to continue to act as such directors until the election and qualification of their successors are as follows:

E 1248682 B 2001 P 1130

<u>NAME</u>	<u>ADDRESS</u>
Charles Rockwood	60 North 100 West Farmington, UT 84025
Alyn Rockwood	1542 East Lynwood St. Mesa, AZ 85203
Connie Rockwood	60 North 100 West Farmington, UT 84025

8. Incorporaters. The names and street address of each incorporaters are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles Rockwood	60 North 100 West Farmington, UT 84025

9. Registered Agent. The name and street address of the Registered Agent is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles Rockwood	60 North 100 West Farmington, UT 84025

The above are the incorporaters of this corporation.

10. Amendment. Amendment to these Articles of Incorporation shall require the vote or written consent of the Owners representing at least a majority of the voting power of the Association, and shall be subject to the requirements of the Declaration.

11. Dissolution. The Association may be dissolved with the vote or written consent of the membership representing at least a majority of the voting power of the Association, subject to the requirements of the Declaration.

The Association is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes. Upon the winding up and dissolution of the Association, after paying or adequately providing for the debts and

Meeting of the Board of Directors of Rockwood Farms Subdivision Owners Association

E 1248682 B 2001 P 1132

Date: April 10, 1996

Subject: Amendment for the Articles of Incorporation

Present: Charles Rockwood, Alyn Rockwood, Connie Rockwood

1. Charles Rockwood made the proposal to adopt articles of amendment for the articles of incorporation for the Rockwood Farms Subdivision Owners Association as attached in front of this page. It was seconded by Alyn Rockwood.
2. The motion was carried by unanimous vote and adopted.

Signed Alyn Rockwood
Alyn Rockwood, recorder for the meeting