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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LEGACY LAND TITLE  
BY: TAS, DEPUTY - WI 15 P.

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**Steeplechase, Phases I and II**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 13~~th~~ day of May, 2002 by **Steeplechase Associates, LC**, hereinafter called the "Declarant".

**RECITALS:**

A. The Declarant is the owner, in fee simple, of the tract of land in Draper City, Salt Lake County, Utah, containing one hundred thirty-two (132) lots, as shown on the Plat entitled STEEPLECHASE Phases I and II of (hereinafter referred to as the "Plat"), which Plat is recorded among the land records of Salt Lake County and is hereinafter referred to as "STEEPLECHASE" or as "the subdivision" or as "the property."

B. The Declarant, for the purpose of creating and maintaining a general scheme of development and for the protection of the economic interests of the Declarant and all successors in interest, desires that the lots in Steeplechase at Corner Canyon be subject to the covenants, conditions and restrictions as herein set forth. Notwithstanding any other provision herein to the contrary, Lot 4 is expressly excluded herefrom and said lot has been previously sold and conveyed to the Church of Jesus Christ of Latter Day Saints. The Church is not subject to the covenants governing the subdivision nor any of the responsibilities of membership in the Homeowners Association and payment of dues and assessments in connection therewith. Lot 48 and the other common areas within the subdivision will be owned and controlled by the Homeowner's Association and, to that extent, shall remain, at all times, subject to these covenants to the same degree as individual lot owners.

C. A church shall be constructed on Lot 4 and the maintenance of said lot and the activities associated with such religious use are expressly excluded from the obligations otherwise created by this Declaration of Covenants, Conditions and Restrictions. This Declaration shall independently apply to all lot owners within the Steeplechase Subdivision, except for Lot 4, as provided herein.

D. The purpose of these Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants and Restrictions") is to establish, enhance and uphold the quality of the subdivision, as hereinafter defined, and to support and preserve maximum property values for all property owners within the subdivision. To further these purposes, the Declarant and each Lot Owner, as hereafter defined, has the individual right, (but not the obligation) to enforce these Covenants and Restrictions against any violation (actual or prospective) by any means provided herein or by appropriate legal or equitable proceedings. The Declarant has no legal obligation to enforce these Covenants and Restrictions but may selectively act to further its own best interests.

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Any property owner within the subdivision has the right to retain legal counsel to enforce any of the Covenants and Restrictions.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, and all property owners within the subdivision hereby declares that all of the aforesaid tract of land known as Phases I and II of STEEPLECHASE (but excluding lot 4) shall be subject to the covenants, conditions, restrictions and reservations herein set forth.

## ARTICLE I

### Definitions

The following words, when used in this Declaration, shall have the following meanings:

- (a) "The Property" shall mean and refer to all the real property shown on the Recorded Plat referred to above.
- (b) "Lot" shall mean and refer to those properties designated as Lots 1 through 34 and excluding lot 4 on the aforesaid Plat.
- (c) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a personal residence.
- (d) "Developer" or "Declarant" shall mean and refer to the undersigned party and its successors and assigns.
- (e) "Lot Owner" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no Lessee (other than a Lessee under a 99 year lease creating a ground rent of such Lot), and (b) no Mortgagee or Trustee under a Deed of Trust of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee or Trustee acquires of record the Mortgagor's or Grantor's equity of redemption in said Lot.
- (f) "Subdivision" shall mean the final Subdivision of Steeplechase at Corner Canyon as recorded among the Land Records of Salt Lake County; or as amended in accordance with this Declaration.
- (g) "Plans and Specifications" shall mean engineering site plans, landscape plans, and architectural and/or construction working drawings and any other supporting documents which may be required by the Declarant.
- (h) The "plat" shall mean and refer to the final plat for the subdivision as approved by Draper City and recorded in the land records Salt Lake County for Phases I and II of Steeplechase.

## ARTICLE II

### **Property Subject to Declaration and Mutuality of Benefit**

SECTION 1. Property. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these restrictive covenants is located in Draper City, Salt Lake County, State of Utah, and is more particularly designated on the Plat.

SECTION 2. Benefit. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owners of each such Lot, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all lots in the Subdivision and their respective owners.

## ARTICLE III

### **Architectural Review and Control**

SECTION 1. Architectural Review Committee. Declarant, may, at any time, establish an Architectural Review and Control Committee consisting of one or more property owners within the subdivision, in which case, said persons as an Architectural Committee shall have all of the rights and authorities pertaining to Architectural specifications and control as provided herein to the Declarant. Said Architectural Review and Control Committee (hereinafter "Architectural Committee" or "Committee") shall be established in writing and the same may (but is not required to) be recorded. The members of the Committee may be changed at any time by majority vote of the property owners within the subdivision. It is anticipated that over time, the Declarant shall phase itself out of majority control of the Subdivision. Continuing governance of the Subdivision as it relates to the interpretation and enforcement of these Covenants and Restrictions shall be assumed by the lot owners in the Subdivision, acting by a majority vote. Until the Declarant elects to formally adopt an Architectural Review Committee, Declarant shall act alone and serve in that role.

### SECTION 2. Requirement.

(a) No building, fence, wall, hedge or structure or permanent improvement of any type, shall be constructed on any Lot until the plans and specifications, including design, location, description of materials, color scheme and a grading and site plan showing the location of the proposed structure or improvement, with all necessary supporting details associated therewith,

have been approved in writing by the Declarant, or such Architectural Committee as Declarant may establish as provided hereunder. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by the Declarant or its assignee or the Architectural Committee, as the case may be. Before commencement of any such construction, the owners of lots shall present their Plans and Specifications to the Declarant. Plans and Specifications must be acted on by the Declarant within thirty (30) days after submission. If the Declarant fails to act on said Plans and Specifications within said thirty (30) day period after submission, the Plans and Specifications shall automatically be approved. However, the reasonable judgment of the Declarant and/or the committee shall be upheld for the betterment of the subdivision and the protection of all concerned.

(b) The Declarant shall have the right to refuse to approve any Plans and/or Specifications which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadways as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in STEEPLECHASE to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Declarant or its assigns for all costs and expenses to which it may be put as a result of said failure, including but not limited to court costs and any improvements required to correct the situation including costs of demolition and reconstruction, if necessary. To whatever extent consent, approval or authorization from Declarant or the Architectural Committee may be required hereunder, such consent, approvals and authorizations shall not be unreasonably withheld, nor shall these Covenants and Restrictions be arbitrarily or capriciously interpreted or applied. However, the reasonable judgment of Declarant and/or the Committee shall be upheld for the betterment of the subdivision and the protection of the interests of all concerned.

SECTION 3. Time for Completion. Any approved dwelling constructed on a lot in Steeplechase at Corner Canyon shall be completed in every exterior detail within twelve (12) months from date of beginning such construction, which, unless otherwise authorized by Declarant or the Committee, as the case may be, shall commence within twelve (12) months of the closing of the subject lot purchase by the owner thereof. Front yard landscaping for all lots must be completed by each lot owner within nine (9) months of occupancy of said residence and the balance of the property must be completely landscaped within twelve (12) months thereafter. Declarant reserves the right to charge a reasonable deposit to the pertinent land owner to insure completion of landscaping in a timely manner or to accept such other tangible assurances as may be reasonably necessary to accomplish the intent and purpose of these covenants and restrictions. Each lot owner covenants and agrees to keep their lot reasonably free of weeds and debris and no storage is permitted thereon during the time, if any, the lot remains vacant before the completion of construction as required hereunder. Lots owned or retained by Declarant are an exception

hereto and may be retained or offered for sale according to whatever timetable Declarant may determine. Declarant also reserves the right to store and maintain such equipment or other items as Declarant may reasonably determine is necessary or in the best interests of the Subdivision. Exceptions which extend the time for commencement of construction may be granted by the Declarant or the Committee as individual circumstances may warrant provided that reasonable assurances are obtained for the continuing maintenance of the property in an acceptable condition that does not detract from the appearance of the Subdivision nor the reasonable protection of the property values of other lot owners in the Subdivision.

SECTION 4. Liability. Neither the Declarant, nor any architect or agent thereof nor the committee shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and Specifications, nor for any decision rendered or acts and/or omissions associated with the interpretation, application and/or enforcement of these Covenants.

SECTION 5. Size of Dwellings. Unless otherwise approved in writing by Declarant or the Architectural Committee, as the case may be, the finished above ground floor area of any residential structure, exclusive of any open porches and garages, shall not be less than the following:

(a) On individual buildings lots that are less than 14,000 square feet in size, the minimum finished above-ground floor area shall be 2,000 square feet for a single story (in which case a full basement of equal size is required but may be left unfinished) and not less than 2,300 square feet for a multi-story (in which case a basement of not less than 1,500 square feet is required but may be unfinished).

(b) On all individual building lots that are larger than 14,000 square feet (but less than 17,000 square feet) in size, the minimum finished above-ground floor area shall be 2,150 square feet for a single story and not less than 2,800 square feet for a multi-story (and in either case a basement of not less than 1,500 square feet is required but may remain unfinished).

(c) On all individual building lots which are larger than 17,000 square feet but less than 20,000 square feet in size, the minimum finished above ground floor area shall be 2,300 square feet for a single story and not less than 3,000 square feet for a multi-story (and in either case a basement of not less than 1,500 square feet is required, but may remain unfinished).

(d) On all individual building lots which are larger than 20,000 square feet but less than 23,000 square feet in size, the minimum finished above ground floor area shall be 2,500 square feet for a single story and not less than 3,200 square feet for a multi-story (and in either case a basement of not less than 1,500 square feet is required, but may remain unfinished).

(e) On all individual building lots which are larger than 23,000 square feet, the minimum finished above ground floor area shall be 2,700 square feet for a single story and not less than

3,500 square feet for a multi-story (in either case a basement of not less than 1,500 square feet is required, but may remain unfinished).

(f) Declarant reserves the right to deviate from the above-referenced building standards as Declarant may reasonably determine to be necessary or in the best interests of the Subdivision regarding specific lots based on such matters as space limitations, lot configuration, architectural design and aesthetic considerations regarding the proposed residential construction and the extent to which they would, in the opinion of the Declarant and/or the Committee, contribute to the property values and general quality and appearance of the Steeplechase subdivision or other such reasonable and practical considerations as may be applicable thereto.

**SECTION 6. Roofing and Exterior Materials.**

(a) All exterior materials utilized on dwelling and other structures shall consist of natural materials including stone, brick, stucco, etc. Aluminum, steel and vinyl are to be used only as soffit and fascia unless otherwise approved by the Architectural Committee in writing. (If approved by Declarant or the Architectural Committee, steel framing and vinyl windows are an exception hereto and may be permitted.) The roofing material on all homes or other structures built on any lot shall be either cedar, tile or high grade architectural asphalt shingles, all as approved by Declarant or the Architectural Committee as to material, style and color. Unless otherwise approved by Declarant or the Architectural Committee, all roofs shall generally have a pitch of 8/12 or greater. Exceptions may be approved where individual circumstances may reasonably warrant such as the width or depth of the home, height of ceilings, etc. It is important that each structure on each lot require limited maintenance. These covenants are designed to establish a quality development and to maintain its integrity as long as possible. Each lot owner covenants and agrees to promptly and adequately maintain all roofing and exterior materials and to paint, repair and otherwise preserve all such materials as conditions may require to continually maintain an attractive appearance for all of the homes within the subdivision for the common benefit and enjoyment of all owners within the subdivision.

(b) Additional standards required for structure materials. Unless otherwise approved by the Declarant or the Architectural Committee, the exterior materials utilized on all Dwellings and structures within the subdivision shall generally consist of at least sixty percent (60%) masonry (stone and/or brick) and said percentage shall apply to the entire home (all sides) but may be distributed unevenly. It is the intent and design of the Declarant that all homes be 100% masonry, wherever possible. However, a minimum standard of 60% is hereby established and shall be substantially spread over the front of the home so as to give an appearance from the street of being all or nearly all masonry. The sides and back of the home may have a reduced amount of masonry but, together, the total masonry shall consist of at least 60% coverage for the entire house. The balance may be stucco or high quality siding materials (such as "Hardie Plank") if and to such extent as the same are approved by Declarants. Distinct and respected architectural styles (such as Victorian, Southwestern, Cape Cod, Southern Plantation, European, etc.) that do not call for brick or stone may be approved by the Declarant and/or the Architectural Committee if the

overall design quality is deemed suitable and compatible for the subdivision and is in keeping with the intent of these Covenants.

(c) Central air-conditioning is required and no "swamp coolers" or "evaporative coolers" are permitted. Street lights are required in the Subdivision by Draper City. Declarant has paid in advance for the required number of street lights and such shall be installed by Draper City at locations determined by Draper City and as reflected in the recorded Plat. Each lot owner is encouraged (but not required) to, nonetheless, install a front yard street lantern as part of their overall landscaping design. Style, color and placement of such street lighting is subject to review and approval by the Declarant or the Architectural Committee. The recommended styles shall be supplied to each individual lot owner by the Declarant in sufficient time for the lot owner to include the same in its construction and landscaping plans.

**SECTION 7. Common landscape design for park strips.**

(a) Each individual building lot includes a "park strip", which is understood to be that portion of the property extending from the curb and ten feet back into the property/lot. Each lot owner covenants and agrees to landscape and maintain that stretch of property with grass lawn, except for such complimentary shrubbery as may be part of an overall landscape design for the lot owner's individual residence and front yard, as approved by the Declarant or the Committee. In any event, the owners of each lot covenant and agree to install and maintain the specific type, size, quantity and location of trees in their park strip as required by the subdivision design plan for tree planting as prepared by Declarant (referred to hereinafter as "street landscape plans").

(b) Regarding placement of park strip trees, each lot owner shall strive to not position the trees in such a way as would adversely block the view of their home from the street but also not to push the park strip trees to the extreme front lot corners. The spacing shall, in general, be consistent with the street landscape plans for the subdivision as established by Declarant with permitted exceptions to allow for individual placement of homes and the views therefrom. All fencing, landscape and other initial improvements constructed and installed by Declarant shall be continually maintained thereafter by the Association and/or the affected lot owners as the case may be.

**ARTICLE IV**

**Use & Building Restrictions**

**SECTION 1. Land Use.** Lots as shown on the Plat shall be used for private, residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than as a detached Dwelling, designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a Lot Owner or member of the Lot Owner's family, provided that such additional improvements are approved by Declarant, the Committee, and Draper City, as

the case may be. Residential use shall not bar a home office use of the property provided the Owner of said Lot complies with the applicable zoning regulations of Draper City.

**SECTION 2. Building Restrictions.** The following building restrictions shall apply to all lots in the subdivision:

(a) No structure of a temporary character, such as but not limited to a trailer, shack, barn, shed, or tent, shall be placed or used on any of the lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except as may be submitted, reviewed and approved by the Declarant or the Committee. Notwithstanding anything hereunder the contrary, a temporary structure may be placed or used on a lot within the subdivision if used and operated solely in connection with the Construction of Permitted Permanent Improvements, provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after completion of the construction of the permitted permanent improvements; and provided, further, that such structure shall be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first. Permanent sheds or other such structures of high quality construction may be permitted subject to review and approval by Declarant or the Committee.

(b) Unless otherwise approved by the Declarant or the Committee, a minimum of an attached three car garage is required for all dwellings within the subdivision that are located on individual building lots that are larger than 17,000 square feet. Wherever possible, "side-load" garages rather than front entry garages are desired and encouraged throughout the subdivision but individual exceptions may be approved in relation to lot size, individual building restrictions, the overall appearance and best interests of the subdivision and the personal preference of the lot owners.

(c) No recreation vehicles, such as, but not limited to, campers, motor homes, boats, trailers and tent vehicles, may be parked or kept on any Lot, where such placement is visible from the street without first obtaining written approval of Declarant or the Committee, which approval shall not be granted unless an acceptable parking pad is provided. The front of this pad shall be appropriately fenced. (Indoor storage of such vehicles is desired and strongly encouraged and the design and construction of the garages should allow for such, where desired or necessary).

(d) Unless otherwise approved by Declarant or the Architectural Committee, no pets or live poultry, hogs, cattle, horses, rabbits, birds or other similar animals or livestock shall be kept on any Lot. However, dogs and/or cats are considered to be common and reasonably acceptable house pets provided such are properly housed and cared for and are restricted to the owner's property and not kept in an unreasonable number, which is generally considered to be not more than a maximum of one (1) dog and one (1) cat. As recognized in paragraph (f) below, any noise associated with pets and animals that becomes a nuisance to others is a breach of these covenants and shall be promptly stopped upon receipt of a written complaint from any third party. In no event shall ownership and keeping of a horse be permitted unless the lot owner constructs a barn of compatible architecture as the residence and said barn is used to keep the horse indoors. The



walking or exercise of the horse, rather than justify an outdoor corral or "run space" shall be, satisfied instead by the owner utilizing the nearby horse trails within the Draper City Equestrian Center and other Steeplechase trails and the nearby Draper City Porter Rockwell Trail. Horse ownership in Steeplechase is only possible under such strict limitations as the Declarant or Committee shall establish consistent herewith and only on lots one-half (1/2) acre or larger as may be permitted by Draper City provided ingress and egress is possible without being a nuisance to other Lot Owners (e.g., perimeter lots that back up to accessible open space).

(e) Owners of lots shall be responsible for providing driveway access to their homes from the paved portion of the public road or common driveway abutting the owner's Lot as designated on the Plat. Any damage to the sidewalk, curb or gutter shall be repaired by the owner at their sole expense. Each lot owner accepts the sidewalk, curb or gutter on their lot in "as is" condition as received from the Declarant at the time of purchase. Under the terms of the lot purchase contract, the initial lot owner shall deposit \$500.00 to cover any potential concrete repair made necessary by the lot owner's residential construction on said lot or other forces for which the lot owner is responsible. This deposit shall also be available to serve as a street cleanup fee to help cover the cost of keeping the subdivision clean during the early construction phases when homes are being built in the neighborhood. Unless otherwise approved by Declarant, all driveways shall be constructed with concrete rather than asphalt or some other paved or unpaved surface. Exceptions may be approved by the Committee. Extensive length of road or driveway or other practical considerations may reasonably warrant an asphalt driveway where such would be compatible with and not objectionable to neighbors with whom the blended appearance of the homes in that area are to be evaluated in terms of combined visual attractiveness. Brick, stamped concrete and other such accents may also be used as part of the overall home driveway and walkway design, as approved by the Committee.

(f) All lots in the subdivision shall be kept free from rubbish and trash of every kind, clean and with lawns, including the area between the lot line and the paved portion of the road, neatly mowed as necessary during the growing season, so that grass and weeds do not exceed a reasonable height. In the event the owners of any lots(s) do not so maintain their lot(s), the Declarant shall have the right to enter upon said Lot to cut or remove the grass, weeds, rubbish or trash, and the Owner of any Lot or parcel so benefited shall pay reasonable charges for such services as determined by the Declarant.

(g) Unless otherwise approved by the Declarant or the Committee, no future facilities, including poles and wire for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot. Other than standard and customary satellite television transmission of a size and placement that is not unsightly to the neighboring view of others, no external or outside antennae towers or radio and television equipment of any kind shall be erected or installed without the prior written approval of the Declarant or the Committee.

(h) No noxious or offensive activities 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, or

individual neighbors or owners of nearby lots. No outdoor clothes drying or storage of any articles is permitted except in enclosed areas designed for that purpose. No outdoor storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pickup trucks can be parked on driveway areas only. No vehicle shall be parked on any street in the subdivision unless there is insufficient parking space on the individual Lot Owner's property. Regardless, any vehicle parked on the street must be moved within 24 hours. Parking of any and all types of other equipment or vehicles are permitted only while being repaired and only in garages, or enclosed buildings. Unless otherwise approved, in general, storage of any equipment or vehicles in open areas is not permitted. A business cannot be operated on premises that would cause any noise, odor, excess traffic or parking, or that would be offensive to neighbors. Any business conducted on premises must be approved by the Declarant or the Architectural Committee.

(i) All fencing must be approved by the Declarant or the Committee and shall be installed in accordance with Draper City building codes and as approved by Declarant or the Committee. No fence, wall, hedge, tree or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 30 feet from the street corner. Unless otherwise approved, any and all fencing shall extend from the rear of the applicable lot along the side boundaries of such property but not beyond the residential structure, i.e., shall not extend, at any height, beyond the prescribed termination point which is the distance from the front of the lot to the front of the residence. Generally, that point is the front entry door to the completed residence but may be different in cases where homes have "L" shaped configurations because of protruding garages or other portions of the residence. Thus, the closest vertical wall would be the prescribed termination point. Corner lots may be an exception hereto as reasonably necessary to accommodate enclosure of backyards and such shall be resolved in a fair and reasonable manner to the mutual satisfaction of the affected lot owners. Although extensions of side fences are not permitted to protrude beyond the front of the residence, as provided herein, hedges and shrubbery are permitted to give definition to individual lot lines but the flowing together of front lawns and/or planter areas at connecting front boundary lines is preferred and recommended.

(j) All materials used for construction of any fence within the subdivision must be approved by the Declarant or the Committee. The Declarant or the Committee are authorized to require such color, materials, style and location as may be necessary to cause all such fences to blend together in an aesthetically appealing manner to create compatibility and uniformity in the subdivision for the benefit of all lot owners therein. If and to such extent as the fencing design for the subdivision may include a fence design for specific lots, those lot owners also covenant and agree to preserve and maintain that design as established by Declarant or the Committee. Further, those lot owners desiring rear-yard fencing on lots which were not received by them with such fencing in place at time of purchase shall (unless otherwise approved by the Declarant or Committee) nonetheless install, preserve and maintain that type (material, style & color) of fence which is consistent with the overall scheme and design referenced herein to create visual harmony and overall consistency within the subdivision. Unless changed hereafter in the approved manner, this design shall be uniformly upheld throughout the subdivision at all times hereafter. To

whatever extent lot owners with lots that back up to the perimeter boundaries of the subdivision and which may have no fence or a fence of a different type or color or material than what is herein described the affected lot owner in Steeplechase at Corner Canyon may simply accept such fencing or lack of fencing "as is" or they may install new and additional fencing as prescribed by Declarant or the Committee or they may submit to the Committee for its approval some other design if found by the Committee to be reasonably in harmony with the best interests of the Subdivision and the stated goals and objectives of these Covenants and Restrictions.

(k) Easements for installation and maintenance of utilities and drainage are reserved as shown in the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage or any other utilization of the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Regarding Lot 53, there is a sewer easement along the property boundary with Lot 54. If the owner of Lot 53 installs a driveway or other permitted improvements on top of such underground easement and if the sewer line ever requires maintenance and repairs that damage such improvements, the Association shall be responsible for restoring the damaged area to its former condition if the sewer company does not.

(l) No sign of any kind shall be displayed to public view on any lot except one professional sign of a conventional size and provided that such is in accordance with Draper City sign ordinances, to advertise the property for sale or rent. The same shall apply to signs used by a builder to advertise the property under construction during a reasonable sales period associated therewith.

(m) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in any part by fire, windstorm, or from any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness.

**(n) DAMAGE TO THE ROAD SYSTEM RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.**

(o) Steeplechase is intended to be a custom home subdivision where each home is individually designed for each purchaser and architecture and design are not substantially duplicated. The desired brick materials are individual "wood mould" brick. Unless otherwise authorized by the Declarant or the Committee, no dwelling may use the same style/color brick or stone selected by and approved for another nearby property owner in Corner Canyon. It is impractical in a subdivision with 132 lots to mandate that no color or style of brick can be used more than once within the Subdivision but reasonable care shall be taken to create an appealing variety of colors and styles and to reasonably space out any duplications that may exist because of the personal preference of the various home owners and builders. Each lot owner must submit

their exterior materials (both as to type and color) to the Declarant or the Committee for advance approval.

(p) The provisions of Article III are incorporated herein by reference and are to be construed and applied, together with this Declaration in its entirety, in a manner consistent therewith. All references to required approvals by "the Committee" include and may be satisfied by the Declarant until such time as the Declarant establishes such a Committee and/or entirely withdraws from the subdivisions and turns all matters pertaining to required approvals over to such Committee. There is no intended distinction or legal significance to any reference in the Declaration that refers to "the Committee" rather than those provisions elsewhere in the Declaration which require approval of "the Declarant or Committee".

(q) An attractive blend of grass and shrubbery is required for all of the yards in the Subdivision, with reasonable allowance for driveways and sidewalks. The planting of fruit or vegetable gardens in the front yard is not permitted. Flowers, such as rose gardens, may be a permitted exception thereto. Otherwise, only a reasonable and limited portion of the backyard may be dedicated to fruit or vegetable gardening.

(r) Each lot owner agrees to construct and install a mailbox for their residence in a manner, style, size, color, location and selection of materials as approved by Declarant and/or the Committee. The design for such shall be reasonably calculated to match and compliment the residence and blend with the other neighboring residences and their mailboxes as reasonably determined by Declarant and/or the Committee. The Post Office has mandated the mailbox locations as set forth in a separate map and schedule to be supplied to each lot owner by the Declarant prior to their occupancy.

**SECTION 3. Fencing and Entry to Subdivision.** For the common benefit and enhancement of the subdivision, masonry entry features, together with additional fencing and landscaping has or will be established at the entrances to the subdivision for subdivision identification. Some may be directly affected thereby. To the extent that the landscaping and maintenance of this design feature requires continuing access to electrical power and water availability, the cost and the physical requirements thereof shall be borne proportionally by the affected lot owners within the subdivision if so determined by the Declarant. If at any time such becomes unreasonably burdensome to the affected lot owners, each of the lots owners within the subdivision covenants and agrees to pay their respective individual share of the annual cost thereof to the extent such can be separately allocated between the costs normally associated with the individual lot owners and that which represents a common or general expense for the benefit of the entire subdivision. The owners of the affected lots covenant and agree to accept the entry design features (as constructed and installed and including their location), together with the extended fencing associated therewith and will not alter, remove or interfere with such fencing in the construction of their homes, the landscaping of their yard and the use of their property at any time, except as these Covenants and Restrictions may be amended hereafter as provided herein. The owners of such lots shall make power and water available for the strip of land required for the entry to the subdivision and the extended fencing and all landscaping associated therewith. The

budget contribution and responsibilities of all other lot owners within the subdivision may be adjusted accordingly as the Declarant and the Association may agree among themselves. Any such agreement must be approved by the Declarant or the Committee.

## ARTICLE V

### Homeowner's Association

All Lot Owners shall be members of the Steeplechase Homeowner's Association and are hereby bound to honor and abide by all of its rules and regulations. Further, all Lot Owners as members of the Association shall bear their respective financial responsibility for the costs associated therewith including, but not limited to, all ongoing assessments associated with ownership and maintenance of the common areas and public spaces within the subdivision including parks, trails, landscaped areas, recreational amenities such as pool, playground equipment and all other structures, fencing and improvements of whatever type within the subdivision for which the Association is responsible. In connection therewith, each lot owner agrees to deposit \$400.00 with the Association at the time of closing the purchase of their lot. That deposit shall serve as an advance prepayment toward homeowner's dues and fees and initial set up of the Steeplechase Homeowner's Association.

### General

SECTION 1. Provisions to Run With the Land. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any part of said land included in the Plat, their respective legal representatives, heirs, successors, and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Enforcement of these Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these Covenant and Restrictions, such action may either be to restrain violation or to recover damages and all other costs associated therewith, including reasonable attorney's fees.

SECTION 2. Term and Amendment. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and any Lot Owner, their respective legal representatives, heirs, successors and assigns until December 31, 2033. This Declaration may be amended and/or terminated in their entirety by an instrument signed by not less than sixty percent (66%) of the Lot Owners entitled to vote, which instrument shall be filed for recording among the Land Records of Salt Lake County, Utah or in such other place of recording as may be appropriate at the time of the execution of such instrument.

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

SECTION 4. Limitation. These restrictions shall apply to the lots as shown on the aforesaid Plat entitled Steeplechase at Corner Canyon and shall not be binding on any other property of the Declarant, its successors and assigns.

SECTION 5. Subdivisions. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant. With respect to any of said lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback lines, to alter any easements, and to otherwise revise the aforesaid Subdivision Plat and or Development Plan of Steeplechase at Corner Canyon in any respect subject to applicable Draper City, Utah regulations and requirements. In connection therewith, the Declarant further reserves the right to modify the Subdivision Plat and/or Preliminary Plan as filed with Draper City, Utah, as to any lots to be resubdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such waivers or consents as may be required by Draper City, Utah, consenting to the alteration of the Subdivision Plat and/or Development Plan.

SECTION 6. Disclaimer of Liability and Responsibility. Declarant disclaims and is expressly released from any liability associated with the property boundaries and estimated square footage calculations of the lots within the subdivision, having relied in good faith upon the professional services of the engineering firm of Eckoff, Watson & Preator in connection with the preparation of the plat. Every lot owner is responsible for surveying and verifying lot boundaries and utility locations before commencing construction and the Declarant bears no responsibility therefore other than this good faith reliance upon the engineering associated with the recorded plat and construction consistent therewith on diligent and best efforts basis. Declarant makes no representation or warranty concerning availability of secondary water systems. Each lot owner is responsible for hooking up and satisfying whatever requirements the water provider for the area may establish from time to time for irrigation systems and culinary usage. Upon recordation of the plat and dedication of all public roads and improvements, such shall be the responsibility thereafter of the pertinent entity receiving such dedications and transfer of public improvements.

## ARTICLE VI

### Miscellaneous

SECTION 1. Reservation of Rights. The Declarant reserves an easement to exercise its right at any time prior to or subsequent to conveyance of individual lots in Steeplechase at Corner Canyon to enter upon any of the property, to complete, in its sole discretion, development of the property; such development includes but is not limited to tree cutting and grading and filling in order to install roads, storm drains and utilities. This reservation of an easement specifically includes the right to install a sign of Declarant's choice at the entrances to Steeplechase at Corner Canyon at such locations (within ten feet of the property lines) as the Declarant in its sole discretion may deem appropriate.

SECTION 2. Waiver of Restrictions and Covenants. The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this property as the Declarant deems necessary or in the best interest of the subdivision as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

SECTION 3. Special Limited Power of Attorney.

AS STATED IN ARTICLE VI, SECTION 5, DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH WAIVERS OR CONSENTS AS MAY BE REQUIRED BY DRAPER CITY, UTAH OR OTHER PUBLIC AUTHORITY CONSENTING TO THE ALTERATION OF THE SUBDIVISION PLAT AND/OR PRELIMINARY PLAN.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be properly executed by its duly authorized representative as of the day and year first above written.

28-33-400-014  
28-33-400-015  
34-04-200-001  
28-33-400-008  
34-04-126-001  
34-04-200-002  
34-04-200-005

DECLARANT:

STEEPLECHASE ASSOCIATES, L.C.

By: *F. LaVar Christensen*  
F. LaVar Christensen, Manager  
Madison Investments L.C.

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

I HEREBY CERTIFY, that on this ~~13th~~ day of May, 2002, before me, the subscriber, a Notary Public of the State of Utah, personally appeared F. LaVar Christensen, who acknowledged himself to be the Managing Member of Steeplechase Associates, L.C., and he acknowledged that he executed the foregoing Declaration of Covenants and Restrictions on behalf of the said entity for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid entity.

AS WITNESS my hand and Notarial Seal.



*Michael Jensen*  
NOTARY PUBLIC  
Residing at: SALT LAKE CITY, UTAH