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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
REC BY: REBECCA GRAY , DEPUTY

DECLARATION

This DECLARATION is made this 26th day of September, 1989, by CORNELIUS DEVELOPMENT CORPORATION, a Utah Corporation ("Cornelius").

WHEREAS:

A. Cornelius is the owner of certain real property which is known or will be known as "Old Mill Estates Subdivision" ("The Property") which is more fully described on Exhibit "A" hereunto attached and by this reference made a part hereof; and

B. Cornelius intends to develop The Property in not to exceed five (5) separate phases with each phase to be reflected in a subdivision plat, commencing with Plat "A", to be recorded in the office of the County Recorder, Salt Lake County, State of Utah (each phase and/or subdivision plat is referred to herein as a "subdivision"); and

C. At such time as Cornelius records an appropriate subdivision plat for each subdivision, this Declaration shall be recorded and rerecorded therewith and upon such recordation shall be deemed to cover and include each such subdivision; and

D. Cornelius declares that each subdivision, and each lot located therein, is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions and covenants hereinafter set forth (collectively the "Covenants"), all of which are declared and agreed to be in furtherance of each subdivision, improvement, sale and occupancy of each lot for the purpose of enhancing and protecting the value, desirability and attractiveness of each subdivision and every part thereof; and

E. The acceptance of any deed or conveyance thereof by each grantee or grantees therein and their heirs, executors, administrators, successors and assigns shall constitute their covenant and agreement with Cornelius and with each other to accept and hold each lot described or conveyed in or by such deed, subject to the covenants.

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NOW THEREFORE, Cornelius declares the covenants to be as follows:

1. Land Used and Building Type. Lots shall be used only for residential purposes. 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-and-one-half-stories in height and have not less than a two-car garage. All construction is to be of new materials. Used brick may be used with prior written approval of the Architectural Control Committee as hereinafter defined.

2. Residence Size. The floor space of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,400 square feet for a one-story dwelling nor less than 3,000 square feet for a dwelling of two stories above ground. Split entries, bi-level splits, tri-levels and one-story-and-a-half homes, etc. shall all be reviewed and defined as square footage requirements applicable to them by the Architectural Control Committee.

3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat for each subdivision.

4. Temporary Structures. No structure of a temporary character (trailer, basement, tent, shack, garage, barn or other out-building) shall be used on any lot at any time as a residence.

5. Landscaping. Front landscaping on each lot shall be completed within ninety (90) days following the time that the residence located thereon has been occupied. This duty to landscape shall not be applicable during the winter months (December 1 through March 31).

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping or storage place for rubbish. Trash, garbage or other waste shall be stored only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. Parking. No vehicles (excluding automobiles and pickups) equipment or units of any kind, including but not limited to trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, motor homes, motorcycles, motorbikes, all terrain vehicles or other similar units and any part thereof (collectively the "units") shall be parked and/or stored on any public street within a subdivision on a permanent or regular basis, nor shall they

be parked and/or stored in any driveway or sideyard on a permanent or regular basis. Back or sideyards may be used for storage of the units only when garages, sheds and/or concrete parking pads have been provided for such storage; in no event, however, shall such units be parked and/or stored in any area which is located between a line perpendicular to the front of the structure and the facing street.

8. Motorcycles and Motorbikes. Motorcycles, motorbikes, all terrain units and other similar units shall not be used or ridden within a subdivision for recreational or sport purposes, except that the same may be used to transport persons to or from any residence located within the subdivision. The purpose of this paragraph is to eliminate so-called "joy-riding" within a subdivision, to eliminate undue noise and fumes and to promote safety therein.

9. Storage Area. A storage area with appropriate user fees may be established by Cornelius within a subdivision for storage of the units owned by lot owners. When and if such a storage area is developed by Cornelius, title to this area and other common facilities shall be conveyed by Cornelius to a homeowners association at a date which Cornelius shall determine at its sole discretion.

10. Lights, Poles and Exterior Fixtures. No yard lights, mail boxes, window shades, awnings, planters, window guards, light fixtures, fans or other similar items shall be installed outside the interior of any building within a subdivision without the prior written consent of the Architectural Control Committee. Cornelius reserves the right to install subdivision lighting as it deems appropriate. No other lighting device shall be installed or maintained within a subdivision which causes an intensity or glare offensive to or interfering with any owners or residents of a lot within a subdivision. Exterior roof-mounted air conditioners and antennas shall be installed only on the rear side of a roof and shall not be visible from the front side of a home. Exterior side-mounted air conditioners shall be installed only on the rear side of a home. Satellite dishes shall be installed only in rear yards and shall not exceed six (6) feet in height.

11. Maintenance of Lots. All lots (improved or unimproved) shall be kept free of rubbish, weeds, etc. and must be maintained in such a manner as to not detract from the residential quality of a subdivision. Sidewalks, curbs and gutters must be kept clean, unobstructed and in good repair.

12. Business or Commercial Activities. No commercial or business activities of any nature shall be engaged in or conducted within a subdivision.

13. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within a subdivision, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and provided they do not become an annoyance or nuisance, for any reason, to any owner or resident within a subdivision.

14. Architectural Control and Interpretation of Covenants. No building or structure shall be constructed, erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality workmanship, materials, size, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. No fence, wall or hedge shall extend at any point beyond the front yard set back requirements of Salt Lake County. Materials used in the construction of any such fence or wall must have the prior approval of the Architectural Control Committee. Interpretation of these covenants shall be governed by the Architectural Control Committee.

15. Architectural Control Committee. The Architectural Control Committee ("ACC") is initially composed of Mike Marchbanks, Boyd Draper and H. Benson Lewis. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as all phases of each subdivision within The Property have been completed by Cornelius or at the sole determination of Cornelius, whichever event occurs first, the then record owners of a majority of the lots shall elect the membership of the ACC.

16. Architectural Control Committee Procedures. The approval or disapproval of the ACC, as required herein, shall be in writing. In the event the ACC or its designated representative fails to take written action or disapprove within fifteen (15) days after plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved.

17. Common Areas, Facilities and Storage Areas. Common areas, facilities and Storage Areas within a subdivision may, at the option of Cornelius, be designated from time-to-time.

18. Homeowners Association. At a time designated in writing by Cornelius, owners of lots within The Property

shall comprise an association for the ownership, administration and management of the common areas and facilities and storage areas, when and if designated by Cornelius. All common expenses shall be shared and allocated equally over the lots within The Property with each lot considered to hold one share with the total lots representing one hundred percent (100%) of such shares.

19. By-Laws of The Homeowners Association. The procedure for administration and management of common areas and facilities and storage areas within The Property, when and if designated by Cornelius within The Property, shall be governed by the following By-Laws which may be amended from time-to-time by a majority vote of the lot owners:

(a) Voting at Meeting of Lot Owners. At any meeting or election of lot owners, each owner shall be entitled to one vote per lot. In the event of multiple ownership of a given lot, each owner shall cumulatively only have one vote.

(b) Annual Meeting of Homeowners Association. The owners of lots within The Property shall hold an annual meeting on the first Tuesday in June or at such other time as may be designated by the management committee designated hereinbelow and delivered to the lot owners not less than ten (10) days prior to the date fixed for such meeting. At the annual meeting, elections shall be held to elect members of the management committee. A financial report may be given and such other business conducted as may be properly presented at the meeting. A special meeting of the lot owners may be called at any time by written notice, signed by the majority of the management committee or by the lot owners having one-third (1/3) of the total votes, delivered not less than ten (10) days prior to the date fixed for such meeting. Such meeting shall be held within The Property and the notice therefor shall state the date, time, place and matters to be considered. Notices may be delivered personally or by certified mail, return receipt requested.

(c) The Management Committee. The management committee shall initially consist of three (3) persons, appointed by Cornelius, which committee shall serve until all phases of each subdivision with The Property have been completed by Cornelius or at the sole determination of Cornelius, whichever event occurs first, at which time Cornelius shall appoint three (3) residents of The Subdivision to replace the initial committee, which persons shall serve until the first annual meeting of the lot owners at which time an election shall be held as provided herein. The management committee shall have all the powers, duties and responsibilities which are provided by law and by these covenants and any amendments subsequently filed hereto. The

management committee shall be responsible to control the operation and management of the common areas and facilities, if any are designated by Cornelius. In the case of a vacancy on the management committee occasioned by death, resignation, removal or inability to act for a period in excess of ninety (90) days, the remaining members of the management committee shall elect a successor to hold office until the next regular meeting of the lot owners. The management committee may elect such officers as it shall deem appropriate and shall hold regular meetings within The Property at times and places which the management committee shall determine. The quorum for the transaction of business shall consist of the majority of the management committee. The management committee shall have authority to provide additional facilities and improvements within the common areas and storage areas. Facilities or improvements in excess of One Thousand Dollars (\$1,000.00) per year shall require the approval and consent of two-thirds (2/3) of the lot owners. The management committee shall have the power to adopt and establish management and operation rules for the common areas and facilities and storage areas, if any, and may, from time-to-time, alter, amend or repeal such rules, it being understood and agreed that such rules shall apply to and be binding upon all of the lot owners and/or occupants of all homes within The Property. The management committee shall determine all uses of the common areas and facilities and storage areas, if any, and may obtain insurance insuring the management committee, the lot owners or other appropriate persons against liability to the public or to the owners of lots, their invitees or tenants incident to ownership or use of the common areas and facilities and storage areas, together with such other insurance as may be deemed necessary by the management committee, to cover other risks of similar nature which are customarily covered for common areas and facilities and storage areas.

(d) Payment of Expenses. Each lot owner shall pay to the management committee his or their portion of all costs and expenses required and deemed necessary, if any, by the management committee in connection with the common areas and facilities and the management, maintenance and operation of the same. Costs and expenses may include taxes, special assessments, fire, casualty and public liability insurance premiums, common lighting and electrical charges, landscaping and care of the grounds, repairs, renovations of common areas and facilities, maintenance and repairs, snow removal, wages, water and related charges, legal and accounting fees, costs of operation of all equipment and cost of electricity and other expenses and liabilities incurred by the management committee under or by reason of their duties under these covenants as well as the payment of any deficits remaining from any previous period and the creation of a reasonable contingency or reserve fund as well as all other costs or expenses of any nature relating to the common areas and facilities. Such payments

shall be made upon such terms and at such time and in the manner provided by the management committee without deduction of any offsets or claims which the lot owner may have against the management committee and, if any lot owner shall fail to pay any assessment within one (1) month from the time that the same becomes due, such lot owner shall pay interest thereon of one percent (1%) per month from the date such installment shall become due to the payment thereof and all costs and expenses, including a reasonable attorney's fee incurred by the management committee in collecting such assessments, whether or not formal legal proceedings have been commenced. Notwithstanding anything to the contrary, all assessment practices shall comply with the revenue rulings and regulations of the Internal Revenue Service which have been or may be promulgated. Suits to recover a money judgement for the unpaid common expenses may be maintained without foreclosing or waiving the liens securing the same. The amount of assessment assessed to the lot owner of any lot, interest, costs and a reasonable attorney's fee shall become a lien upon such lot upon recordation of a Notice of Assessment with such lien having priority over all other liens and encumbrances recorded or unrecorded, except only (a) tax and special assessment liens of the lot in favor of any assessment authority of special district and (b) encumbrances upon the owner's lot and such owner's interests as are recorded prior to the date of recording of such Notice of Assessment. The Notice of Assessment shall be made on a certificate executed and acknowledged by the majority of the management committee stating the indebtedness secured by the lien and shall describe the lot upon which the same is held. Upon payment of a delinquent assessment upon which a Notice of Assessment has been recorded with the office of the Salt Lake County Recorder, the management committee shall cause to be recorded in the same manner as the Notice of Assessment a Certificate of Satisfaction and Release.

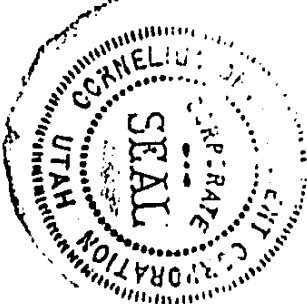
20. Term. These covenants are to run with each subdivision with The Property and shall be binding on all parties and all persons claiming by, through or under them for a period of thirty (30) years from the date these covenants are recorded. Thereinafter, these covenants shall be automatically extended for a successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots with The Property has been recorded agreeing to amend, modify, delete or repeal any part or all of such covenants.

21. Enforcement. Cornelius, owners of a majority of the lots within The Property, and/or the Architectural Control Committee shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of these covenants and to enforce, restrain, enjoin and/or collect damages for such violation. Failure of the Architectural

Control Committee, Cornelius or any lot owner or their legal representatives, heirs, successors or assigns to enforce any of these covenants shall not be deemed to be a waiver. Any and all remedies specified herein shall be deemed cumulative and not exclusive

22. Severability. Invalidation of any covenant set forth herein by court order shall not affect any of the remaining covenants which shall remain in full force and effect.

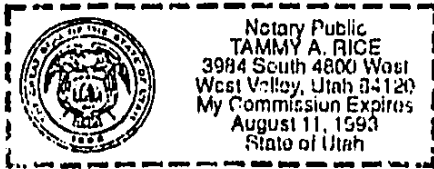
IN WITNESS WHEREOF, Cornelius has executed this Declaration as of the date first above set forth.



CORNELIUS DEVELOPMENT CORPORATION
a Utah Corporation

By: Michael Marchbanks
Michael Marchbanks,
Vice President

On the 26th day of September, 1989, A.D. personally appeared before me Michael Marchbanks who, being by me duly sworn, did say that he is the Vice President of Cornelius Development Corporation and that the foregoing declaration was signed on behalf of the Corporation.



Tammy A. Rice
Notary

My Commission expires: _____

Residing at: _____

EXHIBIT "A"

BEGINNING at a point which is North 89 deg. 19'26" East 801.93 feet along the Section line and North 192.13 feet from the South quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 56 deg. 06'14" West 146.97 feet; thence North 32 deg. 03' East 24.49 feet; thence North 57 deg. 57' West 102.07 feet; thence South 32 deg. 03' West 31.55 feet; thence North 60 deg. 18'30" West 185.28 feet; thence North 32 deg. 03' West 35.38 feet; thence North 46 deg. 35'17" West 118.67 feet; thence North 45 deg. 07' East 57.51 feet; thence North 43 deg. 37' West 53.48 feet; thence North 29 deg. 48'48" West 284.93 feet; thence North 20 deg. 05' West 196.00 feet; thence North 12 deg. 48' West 155.60 feet; thence North 38 deg. 48' West 69.80 feet; thence North 73 deg. 38' West 54.30 feet; thence North 498.60 feet; thence East 262.00 feet; thence South 125.00 feet; thence East 50.22 feet; thence South 138.62 feet; thence South 26 deg. 15' East 373.87 feet; thence South 43 deg. 48' East 891.38 feet to a point on a 285.00-foot radius curve; thence Northeasterly 211.13 feet along the arc of said curve to the right (center bears South 38 deg. 36'00" East) to a point on a 20.0-foot radius curve; thence Northeasterly 28.90 feet along the arc of said curve to the left (center bears North 03 deg. 50'40" East); thence South 78 deg. 57'20" East 33.00 feet to a point on a 600.00-foot radius curve on the center line of Big Cottonwood Canyon Road; thence Southwesterly 101.33 feet along the arc of said curve to the left (center bears South 78 deg. 57'20" East); thence North 88 deg. 37'54" West 33.00 feet to a point on a 20.00-foot radius curve; thence Northwesterly 31.02 feet along the arc of said curve to the left (center bears North 88 deg. 37'54" West) to a point on a 215.00-foot radius curve; thence Southwesterly 173.78 feet along the arc of said curve to the left (center bears South 02 deg. 30'38" West); thence South 46 deg. 12' West 124.17 feet; thence North 43 deg. 48' West 57.00 feet; thence South 46 deg. 12' West 302.60 feet to the point of BEGINNING.

(Proposed Plat of Old Mill Estates Plat "A")