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WHEN RECORDED, PLEASE MAIL TO:

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Space above for County Recorder's use

**DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE FAMILY SUPPORT CENTER VILLAGE**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FAMILY SUPPORT CENTER VILLAGE (this "Declaration") is made and executed this ____ day of August, 2002, by THE FAMILY SUPPORT CENTER, a Utah non-profit corporation ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a subdivision to be known as The Family Support Center Village (the "Project").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.

C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to create a nonprofit corporation to maintain landscaping, parking areas, and the exterior of the structures located in the Project; to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Project and the Homeowners. The Family Support Center Homeowners Association, Inc., a homeowners association and nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be

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among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote or votes attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote or votes involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.4 Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Lot which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised.

3. ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and set forth in its Articles and Bylaws and this Declaration. Neither the Articles nor Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Board of Trustees and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of three natural persons, who need not be Members of the Association. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association.

3.3 Personal Liability. Neither the Declarant nor any member of the Board, officer, manager, or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss, claim, or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

4. ASSESSMENTS

4.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner, by acceptance of a deed to a Lot is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, and (c) Default Assessments, all such assessments and charges to be established

(j) "Member" shall mean any person holding a membership in the Association pursuant to the provisions of Section 2.1.

(k) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. In no event shall a party in possession of a dwelling unit located on a Lot pursuant to a rental agreement, lease agreement, or rent-to-own agreement (standing alone) be deemed an Owner for purposes of this Declaration or the Association. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."

(l) "Plat" shall mean and refer to the duly approved and recorded on July 3, 2002, in the office of the Salt Lake County Recorder as Entry No. 8282712 in Book 8616 at Page 4301 and prepared by Kenneth A. Petty of McNeil Engineering, a Registered Civil Engineer and Land Surveyor holding Certificate No. 362254, filed contemporaneously herewith in the office of the Salt Lake County Recorder and entitled Family Support Center Village.

(m) "Project" shall mean The Family Support Center Village, as shown on the Plat and governed by this Declaration.

(n) "Property" shall mean and refer to that certain real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit A hereof.

(o) "Special Assessment" shall mean any assessment levied and assessed pursuant to Section 4.3.

2. MEMBERSHIPS AND VOTING

2.1 Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of an Owner's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Lot to the new Owner thereof.

2.2 Voting Rights. Each Member shall be entitled to one (1) vote for each dwelling unit located on each Lot with respect to which the Member's interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Member, in no event shall more than one (1) vote exist or be cast on the basis of each dwelling unit located on the said Lot. Which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot is determined under Section 2.3 of this Article II. For purposes of determining the number of votes attributable to each Lot, Lots 1 through 8 shall be deemed to have one (1) dwelling unit, and Lot 9 shall be deemed to have thirty-nine (39) dwelling units.

2.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote or votes relating to such Lot shall be exercised as such Owners may determine

binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

(a) "Annual Assessment" shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 hereof.

(b) "Association" shall mean The Family Support Center Homeowners Association, Inc., a Utah nonprofit corporation, organized or to be organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in this Declaration.

(c) "Board" shall mean the Board of Trustees of the Association.

(d) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

(e) "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Article VII hereof.

(f) "Common Expenses" shall mean all expenses for maintenance, repair, and replacement incurred on or in connection with the landscaping (including watering costs), playgrounds, parking areas, sidewalks, and exterior portions of the structures located within the Project, all expenses incurred in connection with enforcement of this Declaration, all expenses expressly declared to be Common Expenses by this Declaration or the Bylaws of the Association, and all other expenses which the Association is entitled to incur pursuant to the provisions of this Declaration or its Bylaws.

(g) "Declarant" shall mean and refer to The Family Support Center, a Utah nonprofit corporation, and/or any successor to said company which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor.

(h) "Default Assessment" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties, and collection costs incurred in connection with delinquent Annual or Special Assessments pursuant to Section 4.6.

(i) "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.

and collected as hereinafter provided. The Annual Assessments, Special Assessments, and Default Assessments, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Assessment Lien") on the Lot to which they relate, in favor of the Association, which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made. The Assessment Lien shall be a charge on the Lot, shall attach from the date when the unpaid assessment or charge shall become due, and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property upon the recording of a Notice of Delinquent Assessment or Charge as set forth in Section 4.6 hereof. The Association shall be entitled to purchase the Lot at any foreclosure sale.

4.2 Annual Assessments. Commencing on January 1, 2004, an Annual Assessment shall be made against each Lot for the purpose of paying (or creating a reserve for) Common Expenses. The first Annual Assessment for all Lots shall be determined by the Board in accordance with its reasonable judgment. The Annual Assessment shall be limited to an amount reasonably estimated by the Board as necessary to cover the Common Expenses for the assessment year and an additional amount to reserve for upcoming capital expenditures.

(a) After January 1, 2006, the Annual Assessment may be increased each year by not more than five percent (5%) above the Annual Assessment for the previous year without a vote of the Members as required by subsection (b) of this Section 4.2.

(b) From and after January 1, 2010, the Annual Assessment may be increased above five percent (5%) by a vote of sixty-six and two-thirds percent (66.66%) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

4.3 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of a capital improvement upon the exterior of structures located in the Project, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of a majority of the total number of votes held by the Members who are voting in person or by proxy at a meeting duly called for such purpose.

4.4 Uniform Rate of Assessment. Annual Assessments shall be fixed at a uniform rate for all dwelling units located on the Lots and may be collected on a yearly basis or more frequently if the Board shall so determine.

4.5 Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year beginning January 1, 2003. The Board, in its sole discretion from time to time, may change the Assessment Period by recording with the County an instrument specifying the new Assessment Period. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the end

of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board.; provided, however, that the Board may elect to collect Annual Assessments on a monthly or quarterly basis, with each monthly or quarterly payment being equal to, as the case may be, 1/12 or 1/4 of the Annual Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

4.6 Effect of Nonpayment. Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Board may bear interest from thirty days after the due date until paid at the legal rate of interest or other reasonable rate not to exceed the legal rate, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge against any Lot as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Association or a member of the Board, set forth the amount of the unpaid assessment, the name of the delinquent Owner, and a description of the Lot. The Board may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency, and recording a release of such lien, which fixed fee shall be treated as part of the Default Assessment of the Association secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against such Owner's Lot. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his or her Lot.

4.7 Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Lot as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges. Except as provided above, the Assessment Lien shall be superior to any and all charges, liens, or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. Sale or transfer of any Lot shall not affect the Assessment Lien.

5. MAINTENANCE

5.1 Common Maintenance. The Association, or its duly delegated representative, shall maintain and otherwise manage all sidewalks, landscaped and parking areas, fences and walls, playgrounds, and other common facilities within the Project, including the landscaped areas within the center of the Project's cul-de-sac. Such maintenance shall include, without limitation, painting, repair, replacement, and care for roofs, gutters, down spouts, exterior building surfaces, walks, and other exterior improvements. The Association shall keep all shrubs, trees, grass, and plantings of every kind in the Project neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. The Association shall further perform or contract to perform maintenance of all private utilities within the Project, such as sanitary sewer service lines, domestic water service lines, secondary water lines, and storm drainage lines, except to the extent such maintenance is performed by the utilities furnishing such services. Watering of the landscaped areas shall generally be

accomplished through an underground sprinkler system installed and maintained by the Association. Each Owner shall be responsible for maintaining utility lines within his Lot. The Board shall be the sole judge as to the appropriate maintenance of all such areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of such properties shall be taken by the Board or by its duly delegated representative.

5.2 Assessment of Certain Costs. In the event that the need for maintenance or repair of areas maintained by the Association is caused through the willful or negligent act of any Owner (except Declarant), his or her family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the Default Assessment to which such Owner's Lot is subject and shall be secured by the Assessment Lien.

5.3 Owner Obligations Regarding Maintenance. Notwithstanding the maintenance and repair obligations set forth above, each Owner shall be charged with keeping his or her Lot free of trash and other debris and shall not take or refrain from taking actions that increase the maintenance burden of the Association. In the event any portion of any Lot is kept by an Owner so as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto; or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event any Member is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Committee, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Member that unless corrective action is taken within fourteen days, the Board may cause such action to be taken at such Owner's cost. If at the expiration of such fourteen day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Default Assessment and shall be secured by the Assessment Lien.

5.4 Events of Casualty-Insurance. Notwithstanding the maintenance and repair obligations set forth above, damage caused to any dwelling unit or other structural element located on a Lot by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be the responsibility of each Owner and shall be restored and/or replaced within a reasonable period of time following such damage. Each Owner shall maintain a policy of property insurance coverage for no less than the full insurable replacement cost of the dwelling units located on such Owner's Lot, subject to reasonable deductibles and exclusive of land, excavations, foundations and similar items normally excluded from property insurance policies. The policy shall name as an additional insured the Association and provide that the insurer waives its right of subrogation under the policy against the Association.

6. RIGHTS AND POWERS OF ASSOCIATION

6.1 Association's Rights. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws.

6.2 Rights of Enforcement. The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration. The Association

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or Declarant shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. If the Association prevails in any proceeding at law or in equity to enforce the provisions of this Declaration, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action. Failure by the Association or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.3 Insurance. The Association may obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability and other insurance policies as the Board deems necessary.

6.4 Easement. The Association shall have a general easement over, across, through, and under each Lot to: (a) exercise any right held by the Association under this Declaration or its Articles and Bylaws; and (b) perform any obligation imposed upon the Association by this Declaration or its Articles and Bylaws.

7. ARCHITECTURAL CONTROL COMMITTEE

7.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Control Committee (the "Committee").

7.2 Creation. The initial Committee will consist of three members to be appointed by Declarant in its sole discretion.

At such time that all lots owned by the Declarant are sold, the aforementioned Initial Committee shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a two-thirds (2/3) majority vote of the then current Owners within the Project, as determined pursuant to Section 2.2; provided, that the Committee shall thereafter consist of five members, at least one of whom shall be an Owner of one or more of Lots 1 through 8. A majority of the Committee Members shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy.

In the event of violation of any of the provisions of this Declaration, the Architectural Control Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

7.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review

functions prescribed in this Declaration and the Association's Bylaws and to carry out the provisions set forth therein. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction.

8. COVENANTS, CONDITIONS AND RESTRICTIONS

8.1 Land Use and Building Type. No Lot shall be used except for residential purposes. No building, carport, or other structure shall be erected, altered, placed, or permitted to remain on any Lot without the prior written approval of the Committee.

8.2 Architectural Control. Except for initial installations and project development accomplished by the Declarant, no landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining all required building permits from Midvale City.

8.3 Construction Quality, Size, and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc.

8.4 Landscaping. Any trees, lawns, shrubs, or other planting provided by Declarant shall be properly nurtured and maintained by the Association. Each Lot Owner, except the Declarant, shall be assessed the Annual Assessment set forth in Section 4.2 to maintain these areas. Patio and garden areas must be approved by the Committee.

8.5 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent.

8.6 Accessory Structures. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee.

8.7 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. Satellite dishes less than eighteen inches (18") in diameter will be allowed, provided they are placed or screened so

they are not readily visible to neighboring Lots and streets. The location of satellite dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee.

8.8 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Project for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited or other parking areas of the Project.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

8.9 Signs. Except as provided in this Section 8.9, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property

for sale or rent. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited.

8.10 Animals. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that domestic dogs (a maximum of two), cats, and other household pets may be permitted by the Association as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Association and are not a nuisance or kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Project. All dogs going outdoors must be on a leash under the direct supervision and control of the Owner or confined to a dog run or kennel on the Owner's Lot. The manner and location of all dog runs or kennels must be approved by the Committee.

8.11 Repair of Buildings. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The exterior of dwelling units shall be maintained by the Association pursuant to the terms of this Declaration. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 8.1 above, such building or structure shall be immediately repaired or rebuilt by the Owner thereof.

8.12 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the Committee and the proposed use otherwise complies with this Declaration.

8.13 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate officials of Midvale City.

8.14 Fuel Storage. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee.

8.15 Building Material Storage. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

8.16 Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee prior to any installation of such panels and frames.

8.17 Fences and Walls. No structures or fences shall be permitted in any area without the prior written approval of the Committee.

8.18 Parking and Storage. No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. No trailers, mobile homes, trucks over one ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored in the Project except as approved in writing by the Committee. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.

8.19 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development of property within the Project.

9. AMENDMENTS

9.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting eight-five percent (85%) of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten-year extension. The Declaration may be terminated at any time if at least ninety percent of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded in the office of the Salt Lake County Recorder a "Certificate of Termination," duly signed by the President and Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

9.2 Amendments. This Declaration may be amended by recording in the office of the Salt Lake County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association, the Owners casting eighty-five percent (85%) of the votes

(one hundred percent (100%) with respect to an amendment of Section 4.4 or this Section 9.2) at the election voted affirmatively for the adoption of the amendment.

10. MISCELLANEOUS

10.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefitted or bound by the covenants and provisions hereof.

10.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not effect the validity or enforceability of any of the other provisions hereof.

10.3 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of twenty-one (21) years following the death of the last survivor of the issue of Karl Malone and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 9.1 hereof.

10.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

10.5 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, pedestrian easements and drainage easements; provided, however, that with respect to Lots 1 through 8, no such easement shall be granted in an area other than in the sidewalk, parking and driveway areas of such Lots without the prior written consent of the Owner of the affected Lot.

10.6 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this ____ day of August, 2002.

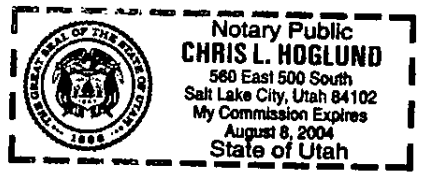
THE FAMILY SUPPORT CENTER, a Utah non-profit corporation

By [Signature]
Its President of the Board

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 16 day of August, 2002, personally appeared before me [Signature] who, being by me duly sworn, did say that he/she is the Board President of The Family Support Center, a Utah non-profit corporation, and that the within and foregoing instrument was signed in behalf of the said corporation by authority of its governing documents, and that the said corporation executed the same.

[NOTARY SEAL]



[Signature]
Notary Public

**EXHIBIT A
TO
DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE FAMILY SUPPORT CENTER VILLAGE**

Description of the Property

Beginning at the Southwest corner of Lot 41, Midvale Meadows No. 3, according to the plat thereof, as recorded in the office of the County Recorder of Salt Lake County (being in the West quarter of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian) and running thence South 89°10' East along the South line of said Midvale Meadows No. 3, 433.099 feet; thence South 07°55' East 344.485 feet; thence North 89°20' West 504.142 feet; thence North 00°14' West 342.00 feet; thence South 89°10' East 25.004 feet to the point of beginning.

Also known as:

Lots 1 through 9 as shown on the Subdivision Plat for the Family Support Center, recorded in the office of the Salt Lake County Recorder on July 3, 2002, as Entry No. 8282712, in Book 2002P at Page 167.

Contains 3.769 acres.

<< >>

EXHIBIT A

That certain real property located in Salt Lake County, State of Utah, and more particularly described as follows:

ALL OF LOTS 1 THROUGH 9, FAMILY SUPPORT CENTER, A SUBDIVISION OF MIDVALE CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Parcel Numbers:

- Lot 1 21-36-303-018-0000
- Lot 2 21-36-303-019-0000
- Lot 3 21-36-303-020-0000
- Lot 4 21-36-303-021-0000
- Lot 5 21-36-303-023-0000
- Lot 6 21-36-303-024-0000
- Lot 7 21-36-303-025-0000
- Lot 8 21-36-303-026-0000
- Lot 9 21-36-303-022-0000

EXHIBIT B

LIST OF TANGIBLE PERSONAL PROPERTY

All of the following types and items of property presently or hereafter found on the Real Property or within the Improvements, used primarily in connection with the Real Property and Improvements, and owned by Trustor:

Fixtures – including, without limitation, attached appliances.

Equipment – including, without limitation, machinery, furnishings, unattached appliances and related items.

Inventory – including, without limitation, materials, furnishings and supplies delivered to the Property for incorporation or use in any construction, renovation, operation or maintenance of the Property or the Improvements.

Contracts – relating to the construction, development, ownership or maintenance of the Property or the Improvements, including, without limitation, all architectural, development and construction contracts, and all construction costs guarantee agreements relating to the Property or the Improvements.

Plans – relating to the construction, development, ownership or maintenance of the Property or the Improvements, including, without limitation, all plans and specifications that relate to the construction of the Improvements.

Leases, Rent, Issues – including, without limitation, all leases or subleases, all lease agreements, all rents, subrents, issues, royalties, security deposits, income and profits.

Some of the above-goods are fixtures on the Real Property.