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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
THE POINTE AT LITTLE COTTONWOOD P.U.D., and  
THE RIDGE AT LITTLE COTTONWOOD SUBDIVISION**

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KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, referred to as "Declarant" herein, being the owners of the following described real property situated in Salt Lake County, State of Utah, described as:

THE RIDGE at LITTLE COTTONWOOD SUBDIVISION and THE POINTE AT LITTLE COTTONWOOD PLANNED UNIT DEVELOPMENT (P.U.D., herein)

WHEREAS, The Ridges/Pointe Homeowner's Association, a nonprofit corporation, has been incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions described herein; and

WHEREAS, Declarant will convey title to all of said lots in the described property subject to certain protective covenants, conditions and restrictions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and as part of the general plan for improvement of the property comprising The Ridge at Little Cottonwood Subdivision and The Pointe at Little Cottonwood P.U.D., we do hereby declare the property hereinabove described and all lots located therein, subject to the restrictions and covenants herein recited. These covenants, conditions, and restrictions shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

**ARTICLE I  
DEFINITIONS**

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Association" and "Property Owner's Association" and "P.O.A." shall be synonymous and refer to the Ridges/Pointe Homeowner's Association, a nonprofit corporation, which has been or shall be forthwith incorporated under the laws of the State of Utah, its successors and assigns.

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Section 2. “Architectural Control Committee” and “Management Committee” and “Committee” shall be synonymous, and refer to the committee created pursuant to Article IV hereof.

Section 3. “Articles” shall mean the Articles of Incorporation of the Association which have been or forthwith shall be filed in the Divisions of Corporations of the Department of Commerce of the State of Utah, as such Articles may be amended from time to time.

Section 4. “Assessment” shall mean the charge against each Owner and his Lot, representing a portion of the total costs to the Association for maintaining, improving, repairing, replacing, managing and operating the Property, which charge is to be paid uniformly and equally by each Owner to the Association, as provided herein.

Section 5. “Common area” and “common areas and facilities” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, as described herein or identified on the recorded plat.

Section 6. “Lot” shall mean and refer to a recorded lot within the described property upon which there has been or will be constructed a single family residence, but shall not mean or include any common area.

Section 7. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 8. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. “Declarant” shall mean and refer to New Mac L.L.C., its members, successors and assigns.

Section 10. “Deed of Trust” shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 11. “Conveyance” shall mean and refer to conveyance of a fee simple title to any lot.

Section 12. “By-laws” shall mean the By-laws of the Association, as defined herein under Article IV, which have been or shall be adopted by the Committee, as such by-laws may be amended from time to time.

The foregoing definitions shall be applied to this Declaration and also to any Notice of Addition of Property, Supplemental Declaration or Declaration of Amendment, unless otherwise expressly provided, recorded pursuant to the provisions of this Declaration.

**ARTICLE II  
RESIDENTIAL AREA COVENANTS**

1. Planned Use and Building Type.

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwellings, unless otherwise approved by the Architectural Control Committee, as described herein. All structures shall comply with Sandy City ordinances and regulations, including height restrictions, and include a private garage for not less than two vehicles.

2. Dwelling Quality and Size.

Except as provided herein, no dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than the following:

The Pointe:           1,000 square feet for single story homes  
                              1,250 square feet for two story homes

The Ridges:           1,400 square feet for single story homes  
                              1,750 square feet for two story

No split-entry homes shall be allowed. For purposes of these covenants, multi-level homes shall be considered as single story homes.

3. Sandy City and Other Approval.

Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Architectural Control Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any design or architectural guidelines that may be established by the Architectural Control Committee, or exist herein.

4. Building Location.

All building locations must conform to the requirements of Sandy City ordinances and regulations, specifically including but not limited to, building projections such as bay windows, fireplaces, decks, covered patios and balconies.

5. Roofing and Exterior Materials.

All exterior materials utilized on dwellings and other structures shall consist of stone, brick, wood, acrylic stucco or other materials as approved by the Architectural Control Committee. Aluminum, steel and vinyl materials may not be used as siding on the homes, but may be used for soffit and fascia. The roofing material for all homes or other structures built on any lot shall be either cedar shingles, tile or architectural grade laminated shingle.

6. Paving.

Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas and asphalt are not permitted.

7. Solar Equipment.

Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

8. Antennas.

All antennas, excluding satellite dish antennas, are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennas, no larger than 24 inches in diameter, shall be allowed provided their location is approved by the Architectural Control Committee. No TV satellite dishes or TV or radio antennas shall be installed on any lot without the specific written permission of the Architectural Control Committee.

9. Pools, Spas, Fountains, Gamecourts.

Pools, spas, fountains and gamecourts shall be approved by the Architectural Control Committee and shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

10. Metal Awnings.

Metal awnings, metal 'lean-to's' or metal patio covers shall not be permitted on any lot.

11. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage or any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless located in enclosed areas built and designed for such

purposes. No automobiles or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed, and are being regularly used.

12. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other style of out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

13. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

14. Animals and Pets.

Dogs, cats and other household pets may be kept as permissible within current zoning regulations, provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners premises and under the owners control. Whenever a pet is allowed to leave a lot, it shall be kept on a leash or in a cage. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Architectural Control Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Architectural Control Committee, by resolution or as regulation may provide. No horses or other farm animals shall be allowed on any lots within the subdivisions.

If, in the opinion of the Architectural Control Committee, any of the animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the Committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

15. Landscaping.

Landscaping of any dwelling shall be completed within 12 months after initial occupancy. Additionally, all landscaping shall be consistent with Sandy City requirements as described on the recorded plat and the Conditions of Subdivision Approval. Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of a Lot.

As required by the conditions of subdivision approval from the City of Sandy, the project builder/developer shall complete the following:

The Pointe at Little Cottonwood P.U.D.: The builder/developer shall be required to provide front and side yard landscaping for each lot within the P.U.D. Included in this landscaping shall be a minimum of two (2) trees planted on each lot, with an appropriate mix of trees being 6' evergreens to allow for green winterscape. All deciduous trees planted on these lots shall be a minimum 1 ½ inch to 2 inch caliper in size.

The Ridges at Little Cottonwood Subdivision: The builder/developer shall provide street trees for the parkstrip area within the interior of the subdivision within each phase of the project. Such trees shall be installed within 2 years from the final plat recordation of each phase.

Common Area Landscaping: The builder/developer shall provide landscaping, including street trees where required, for the following common areas: 1) the four (4) foot wide parkstrip along the 9800 South corridor; 2) the slope along the Highland Drive corridor; 3) parcels located at the entry to each project designated as "entry" or "monument" areas on the recorded plat(s); and, 4) other areas designated as "Open Space" or "Common Areas" on the recorded plat(s) wherein landscaping is required per the conditions of subdivision approval by Sandy City, including, but not limited to, a) the open space at the entry to The Pointe, and b) the open space along adjacent to the northern slope of The Pointe within the second phase of that project.

16. Site Grading and Drainage.

All grading and drainage of lots shall be consistent with Sandy City standards. Owners who change the grading and or drainage of their lot assume full responsibility for any and all damage incurred as a result of such changes.

17. Subdivision of Lots.

No owner of any Lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots less in square foot area than the area of the lot at the time of its initial purchase.

18. Recreational Vehicles.

All boats, motor homes, RV's and other like vehicles shall be stored behind the front of the garage and behind a fence approved by the Architectural Control Committee. No trailers, boats, jet skis, motor homes or other large recreational items shall be stored on the streets or front yards for a period longer than 48 hours without specific written permission from the Architectural Control Committee. No motor vehicle of any kind shall be repaired, constructed or

reconstructed upon any Lot, Street or other Common Area, except that these restrictions shall not apply to emergency repairs to vehicles. Additionally, the following shall apply:

The Pointe: No boats, personal watercraft or RV parking shall be allowed outside of enclosed garages within the P.U.D.

The Ridges: No boats, trailers, large trucks or commercial vehicles belonging to Owners or other residents of the property shall be parked in a side yard that is less than 8 feet in width.

19. Detached Garages and Out Buildings.

No detached garages, and/or out buildings shall be constructed on any lot without specific written permission by the Architectural Control Committee.

20. Wall Maintenance, Fencing and Materials.

The builder/developer of project shall be required to install walls and fencing as follows:

- a. Along the 9800 South corridor, and wrapping around the corner of Highland Drive, a 6 foot high, solid, pre-cast "Wonder Wall" type fence, with anti-graffiti material, shall be installed;
- b. Along the Western portion of the P.U.D. (along Highland Drive and ), a 6 foot, black, vinyl coated chain link fence shall be installed;

The P.O.A. shall be responsible for maintenance of the above-referenced fencing and walls.

Along the Northern portion of The Ridges at Little Cottonwood Subdivision, the builder shall not be required to install fencing; provided, however, all fencing materials installed in this area by the builder/developer, homeowner or others shall 1) comply with the Sandy City Sensitive Area Overlay Zone, and 2) be black vinyl-coated chain link. All fencing materials shall comply with City requirements, and be subject to approval by the Architectural Control Committee.

21. Maintenance of Streetscape, Hillside and Ridgelines.

The P.O.A. shall be responsible for the maintenance of the following:

- a. All barrier walls and streetscape along 9800 South, landscaping associated with streetscape within the interior of the projects, common areas as defined herein, and on-street parking areas within the projects;
- b. The hillsides along Highland Dr. (2000 East); and
- c. The hillsides along the ridgelines on the northern borders of the property.

22. Maintenance of Hillsides on Northern Border of Property.

The maintenance of the hillside along the Northern border of the property is the responsibility of the P.O.A.. However, Owners of lots along this portion of the property shall at all times be required to avoid altering the drainage at the top of the slope. Any drainage onto the slope should be properly distributed throughout the slope and at all times, avoid discharging drainage at a single point along the slope. Vegetation shall be preserved and promoted to grow along the slope.

**ARTICLE III**  
**ARCHITECTURAL CONTROL**

1. Members of the Architectural Control Committee.

The Architectural Control Committee (also referred to as the "Management Committee" or "Committee", herein), shall initially consist of three (3) persons appointed by the Declarant. Such Committee shall serve until the earlier of 1) transfer of ownership of 100% of the lots within the described area, or 2) upon such time as the Declarant, in its sole discretion, deems appropriate to transfer control of the Architectural Control Committee to the owners of record. Upon transfer of control of the Committee from the Declarant to the record owners, a new Committee consisting of three (3) persons from among the property owners shall be appointed by the Architectural Control Committee.

2. Duties, Responsibilities and Authority of the Committee.

The Committee shall have all the powers, duties and responsibilities that are provided by law, and by these protective covenants and any amendments subsequently filed thereto. Said Committee shall be responsible for the operation and management of the common areas and facilities in accordance with these protective covenants, and such administrative and management rules and regulations as the committee shall adopt from time to time. The Committee shall provide for the proper and reasonable control, operation and management of the common areas and facilities and maintain and repair the same. They shall supervise the access and activities pertaining to the same. 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 90 days the remaining members of the Committee shall elect a successor to hold office until the next regular meeting of the lot owners.

The Committee shall have authority to provide additional facilities and improvements within the common areas, provided such additional facilities and improvements shall not cost in excess of the aggregate of \$1,000 per year. Facilities or improvements in excess of \$1,000 per year shall require the approval and consent of 2/3 of the lot owners. The Committee shall have the power to adopt and establish management operation rules for the common areas and facilities as the Committee shall deem necessary or desirable and proper for the maintenance, operation, management and control of said common areas and facilities. They may from time to time alter, amend or repeal said rules. All lot owners shall, at all times, obey all such rules and see that the

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same are faithfully observed by those persons for whom they are responsible or exercise control and supervision. 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 subject property and their guests. The Committee shall determine all uses of the common areas and facilities and may obtain insurance, insuring the 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 for use of the common areas and facilities, together with such other insurance as may be deemed necessary by the Committee to cover other risks of similar nature which are customarily covered by common areas or facilities.

At any time after the Declarant has turned over control of the P.O.A. and the Architectural Control Committee to the then owners of record comprising a majority of the subject property, the owners shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

In the event of the death or resignation or the refusal or inability to act of any member of such Committee the remaining members shall have full authority to fulfill any and all responsibilities of the Committee as set forth herein.

The Committee shall have the power and authority to take such action as it deems necessary to keep any portion of the subject property and exterior of any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the Committee may notify any owner of a portion of the subject property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the Committee may cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The Committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved.

Upon transfer of control of the Committee to the owners the original Architectural Control Committee shall appoint three (3) persons to replace the initial Committee members. The three (3) new members appointed at that time shall be appointed to staggered initial terms of one, two and three years respectively. At the expiration of a member's respective terms, an election shall be held by the owners, who shall elect a new member to the Committee for a three (3) year term. In elections, each lot shall be construed to have one (1) vote.

3. Committee Meetings and Quorum.

The Committee shall elect such officers as it shall deem appropriate and shall hold regular meetings at times and places that the Committee shall determine. The quorum for the transaction of business shall consist of the majority of the Committee in office.

4. Compensation to the Committee.

Members of the Committee shall be entitled reasonable compensation for services performed pursuant to these covenants and restrictions, as determined by the Committee. Additionally, members may be entitled to a reimbursement of direct expenses incurred by them in the performance of their duties hereunder, as determined by the Committee from time to time.

5. Non-liability of Committee.

Neither the Committee, nor person (s) who may, from time-to-time become authorized by the Committee to serve as the Committee's representative, shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee.

6. Exclusion of Architectural Control Committee Review and Review Fees.

The Declarant, and related entities, including but not limited to NewMac Development, NewMark Homes, McMullin Homes, Maxus Development and MAC Development shall not be required to submit plans, or pay review fees, to the Architectural Review Committee or the P.O.A. for structures which are erected, placed or altered within the subdivisions.

7. Additional Powers of the Committee.

The Architectural Control Committee is hereby further vested with such other powers as are necessary to promote and enforce the covenants, conditions and restrictions herein.

## **ARTICLE IV EASEMENTS**

1. Easements, General Information.

For the installation of the maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots 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.

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2. Utility Access Easements.

Whenever sanitary sewer connections, water connections, electricity, gas, telephone, cable television lines or drainage facilities are installed within the subject property, the owners' of any lot served by said connections, lines or facilities shall have the right, and hereby grants an easement to the fullest extent necessary therefore, to enter upon the lots owned by others, or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof like to repair, replace and generally maintain said connections as and when the same may be necessary to set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

**ARTICLE V  
COMMON AREAS, OWNERSHIP AND BY-LAWS**

1. Common Areas and Facilities. The following are designated as common areas and facilities of the subject property, to-wit:

- a) Parcels located at the entry to each project designated in the recorded plat as "monument" or "entry" areas;
- b) Neighborhood amenities, irrigation systems, guest parking area, plantings, etc. as may be installed for the beautification of the neighborhood, specifically including, but not limited to, 1) the open space area consisting of approximately 12,850 square feet which serves as an entry feature to the P.U.D. and 2) the open space area in the northwest corner of the property, shown in the second phase of The Pointe.

2. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title or rights-of-way to common areas as described herein, to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. Said transfer of the title to the common areas shall occur simultaneous to the transfer of control of the Architectural Control Committee from the Declarant to the Owners.

3. Condition of Common Area Upon Transfer. Upon transfer of the common area from the Declarant to the Owners, all common areas shall be landscaped per the City of Sandy requirements. Additionally, upon the transfer, the landscaping shall be in a condition reflecting proper care and maintenance.

4. Ownership – Association of Property Owners.

The owners of the property described in these Covenants, Conditions and Restrictions shall comprise and be part of an association for the ownership, administration and management

of the common areas and facilities upon the terms and conditions specified in these covenants. The Property Owners' Association (P.O.A.) shall include the Owners of all of the lots and the common areas within both The Pointe at Little Cottonwood P.U.D. and The Ridge at Little Cottonwood subdivision. All common expenses shall be shared and allocated equally over the lots within the subject property. Each lot will hold one share with the total lots, excluding common area lots, representing 100% of such shares.

4. By-Laws of P.O.A. The procedure for administration and management of the common areas and facilities of the subject property shall be governed by the following By-Laws:

(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. Common area lots shall not have a vote. In the event of multiple ownership of a given lot, said multiple owners shall cumulatively only have one vote and shall come to agreement among themselves with respect to how said vote shall be cast. In the event multiple record owners are unable to resolve their disagreements and act unanimously, the Management Committee designated hereinabove shall not accept the vote of said owners.

(b) Annual meeting of lot owners and elections. The lot owners shall hold an annual meeting on the first Tuesday in March, or at such other time as may be designated by the Committee designated hereinabove and delivered to the owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be held to elect members of the Committee, which members shall also serve as and constitute that Committee referred to in these protective covenants. A financial report shall 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 Committee or by the owners having one-third (1/3) of the total votes, delivered not less than 15 days prior to the date fixed for said meeting. Notice of such meeting shall state the date, time, place and matters to be considered. Notices may be delivered personally or by certified mail, return receipt requested. Address changes may occur by giving notice in writing to the Committee.

5. Payment of P.O.A. Dues .

Each lot owner hereby agrees to pay to the P.O.A. his or their portion of all costs and expenses required and deemed necessary, if any, by the Committee in connection with the common areas and facilities and the management, maintenance and operation of the same. Costs and expenses may include, among other, the costs of management, 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 times and in the manner provided by the Management Committee, without deduction of any offsets or claims which the owner may have against the Committee.

The Committee may, from time to time, up to the close of each calendar year for which cash requirements have been determined, increase or diminish the amounts previously fixed or determined for such year and may include in the cash requirements for any year, any liabilities or items of expense which have been accrued or have become payable to the previous year or which might have been included in the cash requirements in the previous year but were not included therein for any reason. Notwithstanding anything to the contrary, any and all assessment practices shall comply with the revenue rulings and regulations of the Internal Revenue Service, which have been or may be promulgated. The Committee shall have discretionary powers to determine the management and operation of the common areas and facilities and to determine the cash requirements of the Committee to be paid as aforesaid by the owners for the operation, maintenance, repair and replacement of same.

6. Initial P.O.A. Dues. Until such time as control of the Architectural Control Committee is transferred to the Owners, the P.O.A. dues shall be Fourty Dollars (\$40.00) per Lot per month. Upon transfer of control of the P.O.A. from the Declarant to the Owners, the amount of the monthly P.O.A. dues may be adjusted, as described herein.

7. Date of Commencement of P.O.A. Dues. The monthly P.O.A. assessments shall commence as to particular Lots on the day of the closing of the sale or conveyance of any particular Lot by the Declarant to any contract purchaser or Owner. A proper proration of the current monthly assessment shall occur at closing if a closing takes place on any day other than the first day of the month. All P.O.A. dues are payable in advance of the month in which the dues shall apply.

8 Non-payment of P.O.A. Dues.

If any lot owner or owners shall fail to pay any installment within one (1) month from the time that the same becomes due, the owner shall pay interest thereon of one and one-half (1 ½) percent 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 Committee in collecting such assessments, whether or not formal legal proceedings have been commenced.

Each month the assessment or other assessments of any nature shall be separate, distinct, personal debts and obligations of the owners against whom the same are assessed, at the time the assessment is made and shall be collectible as such. Suits to recover a money judgment for the unpaid common expenses may be maintained without foreclosing or waiving the liens securing the same. The amount of the assessment, whether regular or special, assessed to the owners of any lots plus one and one-half percent per month and costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of a Notice of Assessment, with said 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 or 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 Committee stating the indebtedness secured by the lien and shall describe the

lot upon which the same is held and the same shall be conclusive upon the committee and the owners as to the amount of the indebtedness on the date of the certificate in favor of all persons who rely thereon in good faith. Upon payment of a delinquent assessment concerning which such a Certificate has been recorded with the office of the Salt Lake County Recorder or satisfaction thereof, the Committee shall cause to be recorded in the same manner as the Notice of Assessment a further Certificate of Satisfaction and Release stating satisfaction and release of the lien thereof. Notwithstanding any provisions herein to the contrary the liens created hereunder upon any lot shall be subject and subordinate to, and shall not affect the rights of the holder or holders of indebtedness secured by any recorded first mortgage, meaning a mortgage with first priority over other mortgages upon such interest made in good faith and for value.

## ARTICLE VI DURATION, ENFORCEMENT AND AMENDMENT

### 1. Duration of Restrictions.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

### 2. Enforcement.

The owner or owners of any portion of the subject property, and/or the 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 the covenants and restrictions contained therein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the Committee, the Declarant executing these conditions, covenants and reservations or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

### 3. Construction and Validity of Restrictions.

All of said conditions, covenants and restrictions contained in this declaration shall be construed together, but if it shall at any time or for any reason become unenforceable, no other condition, covenant, or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason become unenforceable.

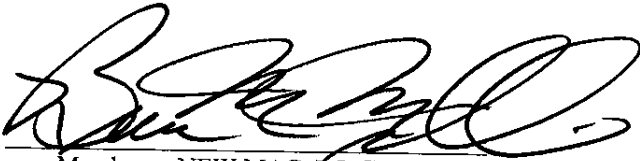
4. Assignment and Reservation of Powers.

Any and all rights and powers of the undersigned Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors-in-interest of the Declarant.

5. Consents.

The Declarant has obtained the acknowledgement and consent to these protective covenants of all third-party living unit owners, and all parties possessing liens affecting any portion of the subject property; and all such consents are attached hereto and by this reference are made a part hereof.

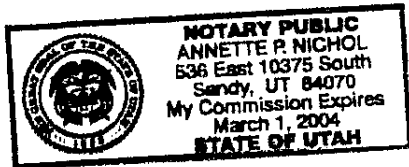
IN WITNESS WHEREOF, the undersigned has executed these covenants and Restrictions the 26<sup>th</sup> day of November, 20 01.


By:   
Member: NEW MAC, L.L.C.

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 2001 by Bruce McMullin, Member, NEW MAC, L.L.C.



  
Notary Public

Residing at: Sandy, ut

My Commission expires: 3-1-04



### BOUNDARY DESCRIPTION

A part of the Northeast quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 2143.36 feet South 0°08'12" West and 524.14 feet North 89°51'48" West from Northeast corner of said Section 9; and running thence South 0°54'09" East 100.00 feet; thence North 88°49'48" East 85.19 feet; thence South 51°51'34" East 123.07 feet; thence South 20°45'43" East 123.89 feet; thence South 0°28'23" West 195.77 feet to the North right of way line of 9800 South Street; thence North 89°49'14" West 487.34 feet along said North right of way line to the East right of way line of Highland Drive; thence North 0°00'30" West 453.17 feet along said East right of way line; thence North 89°59'30" East 23.31 feet, thence East 106.22 feet; thence Northwesterly along the arc of a 1295.50 foot radius curve to the left a distance of 29.09 feet (Central Angle equals 1°17'12" and Long Chord bears North 0°15'20" West 29.09 feet); thence North 89°06'04" East 37.00 feet; thence North 89°06'15" East 95.17 feet to the point of beginning.

Contain 4.535 acres

### BOUNDARY DESCRIPTION

A part of the Northeast quarter of Section 9 and the Northwest quarter of Section 10, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 1840.72 feet South 0°08'12" West along the Section line and 36.42 feet South 89°51'48" East from the Northeast corner of said Section 9; running thence South 34°51'57" West 169.17 feet; thence Southeasterly along the arc of a 1975.00 foot radius curve to the left a distance of 21.34 feet (Central Angle equals 0°37'09" and Long Chord bears South 57°07'53" East 21.34 feet); thence South 32°33'33" West 50.00 feet; thence; South 33°07'11" West 101.40 feet; thence South 56°52'49" East 71.68 feet; thence South 60°38'53" East 199.01 feet; thence South 43°38'37" West 124.10 feet; thence South 41°07'35" West 50.00 feet; thence Northwesterly along the arc of a 1097.81 foot radius curve to the left a distance of 28.21 feet (Central Angle equals 1°28'20" and Long Chord bears North 49°36'35" West 28.21 feet); thence Southwesterly along the arc of a 21.00 foot radius curve to the left a distance of 33.88 feet (Central Angle equals 92°26'54" and Long Chord bears South 83°25'48" West 30.33 feet); thence South 37°12'21" West 24.60 feet; thence Southwesterly along the arc of a 125.00 foot radius curve to the left a distance of 80.78 feet (Central Angle equals 37°01'34" and Long Chord bears South 18°41'33" West 79.38 feet); thence South 51°45'29" East 154.44 feet; thence South 0°00'10" West 70.89 feet to the right of way line of 9800 South Street; thence along said right of way line the following 2 (two) courses: North 89°59'50" West 21.56 feet and North 89°49'14" West 297.09 feet; thence North 0°28'23" East 195.77 feet; thence North 20°45'43" West 123.89 feet; thence North 51°51'34" West 123.07 feet; thence South 88°49'48" West 85.19 feet; thence North 0°54'09" West 348.35 feet; thence North 37°48'10" East 212.89 feet; thence North 35°20'16" East 254.01 feet; thence South 41°41'57" East 162.17 feet; thence South 25°07'00" East 104.76 feet; thence South 51°48'44" East 172.29 feet to the point of beginning.

Contain 9.017 acres

280-942-60-82

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12/11/2001 03:09 PM 93.00  
Book - 8539 Pg - 5771-5787  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NEW MAC / DEV, LLC  
1098 E SOUTH UNION AVE  
MIDVALE UT 84047  
BY: KLB, DEPUTY - WI 18 P. ✓

BK. 8539 PG. 5787 A