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12/7/2007 8:58:00 AM \$32.00  
Book - 9545 Pg - 5708-5713  
Gary W. Ott  
Recorder, Salt Lake County, UT  
SUTHERLAND TITLE  
BY: eCASH, DEPUTY - EF 6 P.

When Recorded Please Return To:  
KIRTON & MCCONKIE, PC  
1800 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84145

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), dated as of the 10<sup>th</sup> day of Dec., 2007, is executed and recorded by **PRINCE DEVELOPMENT, L.L.C.**, a Utah limited liability company ("Declarant") and Gwen Hartley ("Hartley").

### RECITALS

WHEREAS, Declarant is the fee simple owner of Lots 1 through 5 and Lots 7 through 13 and Hartley is the owner of Lot 6 upon which residential homes have or will be constructed and sold (collectively the "Lots", individually a "Lot") located at Creek Bend at Vine PUD (the "Subdivision"), which Subdivision is more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant and Hartley have or will record a certain subdivision plat (the "Plat") with respect to the Subdivision with the Salt Lake County Recorder's Office; and

WHEREAS, Declarant and Hartley desire to establish certain covenants, conditions and restrictions for and against the Subdivision to both burden and benefit the Subdivision, subject to the terms, covenants and conditions of this Declaration.

### DECLARATION

NOW, THEREFORE, Declarant and Hartley hereby declare, for and on behalf of themselves and all subsequent owners of the Subdivision, that the Subdivision (and each Lot therein) shall be conveyed, acquired, held, hypothecated, encumbered, leased, used, occupied and improved subject to the following covenants, conditions, restrictions and easements, all of which are declared and agreed to be in furtherance of a plan for the preservation, protection and enhancement of the Subdivision, and to maintain the Subdivision's value, desirability and attractiveness:

1. Covenants, Conditions, Restrictions and Easements.

a. Each fee simple Lot owner shall, at such owner's sole expense, install and/or maintain and repair appropriate landscaping on such owner's Lot including, without limitation, regularly cut and trimmed lawns, and shall also maintain any landscaping previously installed by Declarant on such owner's Lot. However, pursuant to the terms of the Easement and Maintenance Agreement, each Lot owner's responsibility to cut and trim its lawn shall be completed as directed by the Designated Owner and paid for as part of its Owner's Maintenance Fee, as described more fully in the Easement and Maintenance Agreement; and

b. Each fee simple Lot owner shall maintain and repair (and replace if necessary), at such owner's sole expense, any fence (including the Subdivision's exterior wall), if any, that is appurtenant to or located upon such owner's Lot; and

c. Each fee simple Lot owner shall not store or collect, or allow to be stored or collected, any inoperable vehicles on such owner's Lot for a period of longer than forty-eight (48) hours in any particular calendar month; and

d. Each fee simple Lot owner shall not store or collect, or allow to be stored or collected, any garbage, trash or refuse on such owner's Lot except as is contained in standard Murray City or Salt Lake County, as applicable, garbage containers designated for collection at the regularly scheduled times; and

e. Each fee simple Lot owner shall not park or store, or allow to be parked or stored, any trailers, campers, boats, motor homes or similar recreational vehicles on such owner's Lot for longer than forty-eight (48) hours in any particular calendar month without the written permission of all of the other Lot owners; and

f. Each Lot shall be subject to the following building restrictions: (i) single-story (e.g., rambler) homes must be at least 1,400 square feet on the main floor; (ii) two-story homes must have at least 2,000 total square footage (excluding the basement); (iii) aluminum, plastic and all similar siding shall be strictly prohibited; and

g. Each Lot shall be subject to the following additional building restrictions: (i) each home shall be constructed with at least a 2-car enclosed garage, and (ii) each home will have at least 30% brick or stone with the remaining exterior of the home being stucco or hardy board; and

h. Each fee simple Lot owner shall not place any fencing on such owner's Lot that is not consistent with the size, color and quality of the fencing installed by Declarant (i.e., either white or almond-colored vinyl or stone fencing), or that is closer at any point to the roadway than any home constructed on the Lot without the written permission of all of the other Lot owners; and

i. All of the easements as depicted on the Plat, and described in the Easement and Maintenance Agreement and all of the Maintenance Obligations (as defined in the Easement and Maintenance Agreement) shall be maintained in accordance with the terms and conditions of that certain Easement and Maintenance Agreement recorded simultaneously herewith.

2. Enforcement. Each fee simple Lot owner shall have the right to enforce, by any proceeding in law or in equity, all of the covenants, conditions, restrictions and easements now or hereafter imposed by the provisions of this Declaration. Without limiting the scope or nature of any other remedy that may be sought, a Lot owner who violates any of the covenants, conditions, restrictions and easements now or hereafter imposed by the provisions of this Declaration shall be subject to a fine of \$25.00 per day to each of the other Lot owners for each such violation from the date the owner first receives written notice of the violation. The other Lot owners shall be permitted to record a Notice of Lien against the violating Lot owner's Lot to enforce such fines. Failure to enforce any particular covenant, condition, restriction or easement shall in no event be deemed a waiver of the right to do so at a later date.

3. Indemnification. Each fee simple owner shall indemnify and hold the other fee simple owners from and against all claims, demands, liabilities, losses, costs, damages, penalties and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of or resulting from the breach by such fee simple owner of any of the covenants, conditions, restrictions or easements now or hereafter imposed by the provisions of this Declaration.

4. Amendment or Modification. This Declaration may be amended or modified from time to time only by a recorded document executed by 10 of the 13 fee simple Lot owners, and the Declarant, so long as Declarant remains the owner of a Lot in the Subdivision. Once the Declarant is no longer a Lot owner, this consent is no longer required. The consent or approval of no other person shall be required to accomplish any amendment or modification hereto.

5. Covenants Run with the Land. All of the provisions, rights, powers, obligations, covenants, conditions, restrictions and easements contained in this Declaration shall be binding upon and inure to the benefit of the fee simple Lot owners in the Subdivision, their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, members and all other persons or entities acquiring either tenement, or any portion thereof or interest therein. All of the provisions, rights, powers, obligations, covenants, conditions, restrictions and easements contained in this Declaration shall be covenants running with the Lots in the Subdivision, both for the benefit of each tenement and as a burden upon each, pursuant to the applicable laws of the State of Utah.

6. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Declaration, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.

7. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. The courts of Salt Lake County, State of Utah shall have exclusive jurisdiction over any and all disputes arising out of this Declaration.

8. Severability. The invalidity or unenforceability of any provision of this Declaration with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

9. Notices. Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended recipient. The date notice is deemed to have been given shall be the date of actual delivery to the party concerned.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

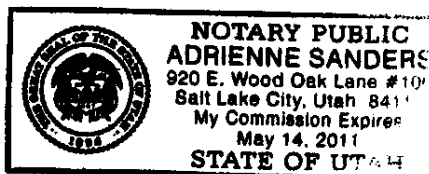
**DECLARANT:**

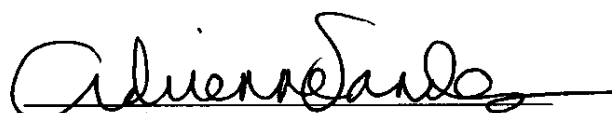
PRINCE DEVELOPMENT, L.L.C.

By:   
ALAN J. PRINCE, Managing Member

STATE OF UTAH                    )  
  : SS  
COUNTY OF SALT LAKE        )

On this 6 day of December, 2007, personally appeared before me Alan J. Prince, who being by me duly sworn, acknowledged to me that he executed the foregoing document as Managing Member of Prince Development, L.L.C., a Utah limited liability company, for its stated purpose.



  
Notary Public

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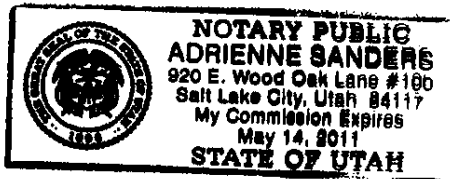
OWNER OF LOT 6

GWEN HARTLEY

By: Gwen Hartley  
An Individual

STATE OF UTAH )  
: SS  
COUNTY OF SALT LAKE )

On this 6 day of December 2007, personally appeared before me Gwen Hartley, an individual, who being by me duly sworn, acknowledged to me that she executed the foregoing document for its stated purpose.



Adrienne Sanders  
Notary Public

RXLP CREEK BEND AT VINE PUD

			BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	1	22-17-452-011-0000	NO
		L	2	22-17-452-012-0000	NO
		L	3	22-17-452-013-0000	NO
		L	4	22-17-452-014-0000	NO
		L	5	22-17-452-015-0000	NO
		L	6	22-17-380-012-0000	NO
		L	7	22-17-380-011-0000	NO
		L	8	22-17-380-008-0000	NO
		L	9	22-17-380-005-0000	NO
		L	10	22-17-380-006-0000	NO
		L	11	22-17-380-009-0000	NO
		L	12	22-17-380-010-0000	NO
		L	13	22-17-380-007-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS