

① Prime Alliance Bank
1868 S. 500 W.
Woods Cross, Utah 84087
MNT - 19090

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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 8 P.

**DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
APPLE CROSS SUBDIVISION**

This DECLARATION is made this 26th day of March, 2010, by Prime Alliance Bank, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real property ("Property") consisting of three (3) lots (each a "Lot" and collectively the "Lots") in Salt Lake County, State of Utah, more particularly described as follows:

Lots 1, 2 and 3, APPLE CROSS SUBDIVISION, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Parcel ID No's: 33-09-478-007; -008; and 009.

WHEREAS, Declarant intends that the property and each of the Lots, together with the Common Facilities as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE I
RESIDENTIAL AREA COVENANTS**

1. **DWELLINGS: SIZE, QUALITY, EXTERIOR MATERIALS:** The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The "ground floor," as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach of the Lot.

a. **Dwelling Size:**

One Story Dwellings (Rambler): The required minimum above ground floor finished space shall be 1700 square feet with a minimum 2-car garage required.

Multi-Level Dwellings: The required minimum above ground floor finished space shall be 2200 square feet with a minimum 2-car garage required.

b. **Dwelling Quality:** All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Owners of the Lots. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the city of Bluffdale, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

c. **Dwelling Exterior Materials:** The dwelling's front exterior shall have 2 or more, large full front facing panels of brick or rock and the side exterior walls shall have at least a wainscot of brick or rock at least 6' down the sides, with the remainder in stucco or comparable product. A "large full front facing panel" is defined as an architectural wall feature at least 8' in height and consists of at least 100 square feet on brick or rock (return walls or quoins can be included in the calculation of the "large full front facing panel" if they are at least 8' in height.) Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia, outbuildings (as defined in section "e" below), and/or rain gutter areas.

d. **Dwelling Design:** Architectural designs shall be in conformity with the character of the surrounding neighborhood. No octagon, dome, flat roof, a-frame or manufactured homes shall be permitted. All main roof pitches shall be no less than 4/12 pitch.

e. **Outbuildings.** Detached structures and outbuildings are to be constructed of brick, rock, stucco, and/or painted fiber cement board. Earth-tone color vinyl or aluminum siding is allowed on the side and rear elevations. Prefabricated outbuildings (like "Tuff Sheds") may be allowable and may have painted wood siding if earth-tone colors.

f. **Exceptions.** Exceptions to the above restrictions (e.g. in order to place an appropriate home on a specific Lot due to Lot slope or irregularity or any other reason) shall be approved by 2/3 of the Lot Owners in writing.

2. **FENCES, WALLS, AND HEDGES:** Any fence or wall constructed on any Lot shall be constructed in conformity to the following guidelines:

a. **Material:** All allowed fences or walls shall be of brick, stone, wrought iron, rough-sawn cedar, or vinyl. Chain link, rail, and wire mesh fences are only allowed behind the front of the home. No fence or walls shall be constructed of slump block (painted or unpainted) or concrete block.

b. **Height:** Any fence, wall, hedge, or other similar dividing structure (including without limitation, any "topping" on such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. As it relates to fencing, the side yard shall be considered any area on the side of the home (extending from the sidewalk all the way back to the rear of the lot). Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, a fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall.

3. **DRAINAGE:** Generally, and as more specifically depicted on the Plat, the side and rear property lines are deemed drainage easements, and no Lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the Lot to and from adjoining land. In the event it becomes necessary to change the established drainage over a Lot, the Owner shall ensure adequate provision shall be made for proper drainage. Any fence, wall or structure erected along the side or rear property line of any Lot shall contain "weep holes" or shall be otherwise constructed so as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The Owner of the Lot shall continuously maintain the sloped areas of each Lot and all improvements in them, except for those improvements for which a public authority or utility company is responsible.

4. **SPECIAL PROVISIONS, CONDITIONS & DISCLOSURES:** The Plat also contains descriptions of various easements, easement areas, facilities and other matters which are incorporated in and made a part of this Declaration by this reference. The Property and Lots are subject to the easements and other information set forth on the Plat.

5. **USE RESTRICTIONS:** The use of the Lots and Common Areas are subject to the following use restrictions:

- a. **Land Use.** Each Lot shall be used for private residence purposes only, and no pre-existing structure of any kind shall be moved from any other location and placed upon any Lot, nor shall any structure or building be permitted to remain incomplete for a period in excess of one year from the date the building was started, unless approved by the vote of 2/3 of the Owners in writing.
- b. **Nuisance.** No Owner or resident, or their family members, guests or invitees shall create or maintain a nuisance, or if a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which unreasonably bothers, disturbs or annoys other residents, or unreasonably interferes with their quiet and peaceful enjoyment of the neighborhood, or the creation or maintenance of any noxious or offensive condition including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions. Such activities shall not be pursued or undertaken on any part of the Property.
- c. **Temporary Structures.** No Owner or resident shall place upon any part of the Property any temporary structure. No structures of a temporary character, such as a trailer, tent, shack, garage, barn or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.
- d. **Outbuildings.** It is understood that any outbuildings such as sheds, swimming pools and dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and any applicable zoning and municipal requirements.

- e. **Commercial or Business Use.** No commercial trade or business may be conducted in or from any Lot unless: 1) the business activity conforms to all zoning requirements for the Property, and any necessary and required permits and licenses are obtained; 2) the business activity does not involve door-to-door solicitation of residents of the Property; and 3) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property. The terms "trade or business" shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. The leasing of a home on a Lot shall not be considered a trade or business within the meaning of this subsection.
- f. **Storage and Parking of Vehicles.** No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be routinely or consistently stored on driveways or on the streets of the Property. Such vehicles that are properly licensed and in running condition may be stored on side of home. Unlicensed vehicles or vehicles that are not in running condition must be stored inside a garage. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any other Lot, or to create an obstacle or potentially dangerous situation. No resident shall repair or restore any vehicle of any kind in, on the street, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- g. **Aerials, Antennas, and Satellite Systems.** No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other Lot. New digital satellite style "mini-dishes" are excluded from this provision. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot Owner's premises or home entertainment facilities or equipment.
- h. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale.
- i. **Pets.** Pets may be kept according to all applicable city and county ordinances. No pet may be allowed to become a nuisance. The following activities are deemed to be a nuisance: (1) Pets outside a dwelling and not in a fenced yard or in a cage or on a leash and under the control of the pet owner or his designee at all times; (2) Pets which can be heard from the inside of an other dwelling between the hours 10:00 pm and 6:30 a.m.; (3) Pets, which constitute a nuisance, by noise, odor or danger to the Owners. No

dog will be allowed to roam unattended. (Dogs shall be kept in the house, a dog run or kennel.) Dog runs or kennels shall be located directly behind the home until privacy fencing is installed to minimize views from the street. When fencing is installed by lot owner, all dog runs or kennels shall be screened off and out of the direct view from any street, and shall not be in the front yard of the home. Dogs shall be on a leash and under the direct control and supervision of the owner at all times.

- j. **Laws.** Nothing shall be done or kept in, on or about any Lot or Common Facilities, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- k. **Damage or Waste.** No damage to, or waste of, the Common Facilities shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner or an invitee.
- l. **Common Area Structural Alterations.** No structural alteration to the Common Facilities is allowed without the prior written consent of at least 2/3 of the Lot Owners.
- m. **Repair of Buildings & Improvements.** No building(s) or improvement(s) upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.
- n. **Mail Boxes.** The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the city as to location due to the fact that there is not a sidewalk found on some sides of the road. The Owner is solely responsible to obtain instructions for proper mailbox location and restrictions from said entities.
- o. **Refuse & Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in the sanitary containers provided by the City of Bluffdale. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage containers shall be stored out of view from the street.
- p. **Excavations & Completing Improvements.** No excavation shall be made on any Lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.

6. **LANDSCAPING:** Initial landscape requirements are as follows: The Owner shall landscape all front and side yards (to the rear of the home) in a manner consistent with similar subdivisions in the area. The owner shall begin landscaping within 3 months of builder's receipt of a Certificate of Occupancy from Bluffdale City, or in the event that weather doesn't permit commencement of landscaping to begin, the owner shall begin by April 1st. In either case, all of the landscaping requirements referenced herein shall be completed within 6 months of commencement.

ARTICLE II ASSESSMENTS

1. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Owners, by a vote of at least 2/3 of the Lot Owners, shall establish such operating budgets for the Property as are reasonably necessary to maintain the private roadway and related improvements, common elements which are or may be constructed such as mail boxes, street lighting, planters common landscaping, and the irrigation pumps and related improvements ("**Common Facilities**") which serve the Property. Each Owner of each Lot within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the following Assessments, which shall be established and collected as provided herein: (a) Regular Assessments; (b) Extraordinary Assessments; and (c) Special Assessments.

All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself from liability for his contribution toward the expenses necessary to repair and maintain the Common Facilities by waiver of the use or enjoyment of any of the Common Facilities or by the abandonment of his Lot as provided in herein.

2. **PURPOSE OF ASSESSMENT.** The Assessments levied shall be used for the improvement and maintenance of the Common Facilities, and for the common benefit of the Property. The Assessments shall include such funds and may from time to time be required for maintenance, repairs and replacement of those portions of the Common Facilities which must be replaced on a periodic basis, or creation of an adequate contingency reserve, major maintenance reserve, and/or sinking fund for maintenance and repairs of all Common Facilities, located within the Property as shown on the Plat.

3. **ASSESSMENTS.** The Owners shall meet no less often than annually to determine the budget of the annual assessment per Lot ("**Assessment**"), payable in quarterly installments, or such other billing period as the Owners may determine from time to time.

4. **EXTRAORDINARY ASSESSMENTS.** In addition to the Assessments authorized above, the Owners by a minimum 2/3 majority vote, may levy, in any fiscal year, any extraordinary assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities.

5. **TRANSFER OF LOT BY SALE OR FORECLOSURE.** The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the prior record Owner(s) for unpaid Assessments. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the other Owners, setting forth the amount of the unpaid Assessments due, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any statement.

6. **ENFORCEMENT OF ASSESSMENT OBLIGATIONS: PRIORITIES: DISCIPLINE.** If any part of any Assessment is not paid within ten (10) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) sums shall be assessed for each month or fraction thereof from the due date until the Assessment and all late charges are paid. Each unpaid Assessment shall constitute a lien on the Lot and shall be superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any institutional first mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Owner of any Lot or by law to make the sale of said Owner's Lot, after failure of the Owner to pay such Assessment, in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Owners, by at least a 2/3 vote, may impose reasonable monetary penalties including actual attorney's fees and costs, and may temporarily suspend the voting rights of a Owner who is in default in payment of any Assessment.

**ARTICLE III
GENERAL PROVISIONS**


7. **ENFORCEMENT:** Any Owner 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. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do to thereafter. No representation of warranty is made by Declarant regarding the enforceability of any of the covenants set forth herein.

8. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

9. **AMENDMENT:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least 2/3 of the Owners, (one vote per Lot), which vote shall be taken at a duly called meeting or in writing. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

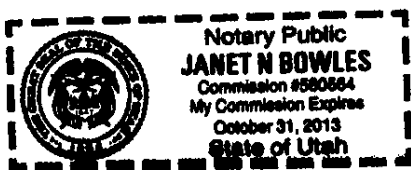
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 26th day of March, 2010.

DECLARANT:
Prime Alliance Bank


By: Jeffrey M. Stringham
Its: Executive Vice President

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

On the 26th day of March, 2010, personally appeared before me Jeffrey M. Stringham, who being by me duly sworn did say that he is the Executive Vice President of Prime Alliance Bank, that he signed the foregoing instrument by proper authority, and he duly acknowledged to me that said corporation executed the same.




NOTARY PUBLIC