

WHEN RECORDED, MAIL TO:

DEER RUN, L.L.C.
2032 BONNEVIEW DRIVE
BOUNTIFUL, UTAH 84010

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
DEER RUN AT MAPLE HILLS, PLATS A & B

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COVENANTS, CONDITIONS AND RESTRICTIONS OF

DEER RUN AT MAPLE HILLS PLATS A & B

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 24th day of January, 1994, by DEER RUN, L.L.C. (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the record Owner of a certain parcel of real property located in Davis County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant intends to develop the Property as subdivisions to be known as "Deer Run at Maple Hills, Plat A", and "Deer Run at Maple Hills, Plat B".

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

NOW, THEREFORE, it is hereby declared that the Property and all Lots therein shall be held, sold, conveyed, leased, occupied, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitudes, restrictions, limitations, conditions and uses to which the Property and each individual Lot may be put.

1. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Lot created on the Property and shall be intended to create a mutual equitable servitudes on each Lot in favor of every other Lot, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

2. PERSONS BOUND.

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all or part of the Property or all or part of any Lot, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have

consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Lot or Dwelling on the Property shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

3. LAND USE AND BUILDING TYPE.

3.1 No Lot shall be used except for single family residential and related purposes.

3.2 No building shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling and a private garage for not less than three (3) vehicles.

3.3 No building shall be used, rented or leased for commercial purposes, except for a temporary sales office to be maintained by Declarant for the purpose of selling and marketing the Lots or Dwellings thereon and except for non-retail sales home office use.

3.4 Every Dwelling, exclusive of garages and open porches or decks, shall have a minimum main or ground floor area of at least 3,500 square feet for a one story Dwelling. A Dwelling with more than one story shall have at least 2,000 square feet on the main or ground floor with a minimum total square footage of 3,500 square feet. In split entry or multi-level Dwellings, the main or ground floor shall be defined as only two levels and not all multiple levels combined.

3.5 In its discretion the Architectural Control Committee shall have the power and authority to further limit the number of stories or heights of all structures on any Lot based upon, among other things, view lines and impacts on easements of light, air and view of neighbors.

3.6 Accessory buildings may be allowed only with the prior written consent of the Architectural Control Committee and subject to compliance with all zoning and other land use regulations then in effect of Bountiful City, Davis County or any successor government entity.

3.7 No trailer, basement, tent, shack or other out buildings shall be placed upon or used at any time within the Property as a temporary or permanent residence.

3.8 All buildings on the Property shall be placed upon and used on a Lot in accordance with the provisions of the

Bountiful City Zoning Ordinances as the same may be amended from time to time, unless otherwise modified or restricted by this Declaration.

4. NUISANCES AND RELATED MATTERS.

4.1 No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

4.2 No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets do not create a nuisance.

4.3 Boats, trailers and campers shall be parked only within the Lot of the Owner concerned.

4.4 No metals, bulk materials, scrap, trash, refuse, equipment or other unsightly articles shall be permitted to remain on a Lot so as to be visible from any other Lot.

4.5 Except for signs displayed by the Declarant for the sale of Lots or Dwellings, no signs other than name plates shall be displayed to the public view on any Lot, except one sign for sale of the Lot or Dwelling. All signs shall comply with relevant governmental ordinances and regulations.

4.6 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any Lot.

4.7 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

4.8 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot. Provided, however, that television antennas and satellite dishes may be placed on a Lot in a location to be approved by the Architectural Control Committee so long as such antennas or satellite dishes are not visible from other Lots or the street.

4.9 An Owner shall not, by deed, plat or otherwise, subdivide or in any manner cause his or her Lot to be separated into physical tracts or parcels smaller than the whole Lot as shown on the Map, nor shall any Owner cause, suffer or permit the fee Ownership of his or Lot or Dwelling to be separated or divided into annually recurring time share units or time share units of any other duration, form or kind whatsoever.

5. EASEMENTS.

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Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the development of the Property and for the convenience of the Owners of Lots, as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements without the written permission of the Declarant or the Architectural Control Committee. By acceptance of contracts or deeds for a Lot or Lots or any portion thereof, all purchasers of Lots shall also be conclusively deemed to have granted an easement to the Declarant so as to permit the Declarant to develop each and every part or parcel of adjoining property owned or held by it, whether subject to this Declaration or otherwise.

6. SET BACKS.

No dwelling, house or other structure shall be constructed or situated on any of the Lots except in conformity with the "set back" lines as established in each instance by the Architectural Control Committee and in conformity with any additional "set back" lines which may be fixed by Bountiful City or by Declarant, its successors and assigns, in the recorded subdivision plat, contracts or deeds to any or all of the Lots created on the Property. The "set back" of any building or other structure, as to any line, shall be deemed to be the minimum distance between such building or other structure and such line; the "set back" of any building or other structure, as to any street, shall be deemed to be the minimum distance between such building or other structure and the nearest line of such street.

7. ARCHITECTURAL CONTROL COMMITTEE.

An Architectural Control Committee (hereinafter the "Committee"), consisting of no less than three (3) and no more than five (5) members is hereby created. The Declarant shall be entitled to appoint three (3) initial members of the Committee, with the remaining two (2) members to be chosen by Declarant from among purchasers of Lots. Declarant may fill vacancies in the Committee and remove members thereof at its pleasure. Provided; however, that when Eighty Percent (80%) of the Lots in Plats A and B combined have been sold (either deeded or sold under contract of sale), thereafter a majority of the Owners (either by contract of purchase or in fee) of Lots may designate a person or persons whom such Owners desire to make a member or members of the Committee, and Declarant will appoint such person or persons to the Committee,

and if necessary, will remove from the Committee existing members in order to create vacancies for the new appointments. Provided, however, that one person designated by the Declarant shall always remain a member of the Committee if the Declarant so desires. In addition to the functions set forth elsewhere in the Declaration, the functions of the Committee shall be to pass upon, approve or reject any plans or specifications for structures to be erected on Lots, so that all structures shall conform to the restrictions and general plans of the Declarant and of the Committee for the improvement and development of the entire Property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as specifically provided herein. The Committee may act by any two (2) of its members, and any approval, authorization or power made by the Committee must be in writing signed by at least two (2) members.

8. ARCHITECTURAL CONTROL COMMITTEE MEMBERS.

The Committee's initial members shall be:

John T. Clark
2032 Bonneview Drive
Bountiful, Utah 84101

Sherlene T. Clark
2032 Bonneview Drive
Bountiful, Utah 84101

Richard Kohler
44 East Exchange Place
Salt Lake City, Utah 84111

9. ARCHITECTURAL AND STRUCTURAL CONTROL.

9.1 Approval Required. No building or structure, including a tennis court or swimming pool, shall be erected, remodeled or placed on any Lot without the prior written approval of the Committee as to location, height, design and harmony with existing structures.

9.2 Architectural Guidelines. The following architectural guidelines shall apply to all Lots on the Property:

(a) Harmony in Building. The exterior material of all homes shall be either wood, stucco, brick, aluminum, stone or similar materials. The roofing materials shall be either composition shingles, tile roofs, gravel roofs in natural colors, metal roofs or such other materials as approved by the Committee. All exterior building materials shall be

approved by the Bountiful City Fire Marshall and building officials.

(b) Landscaping. No landscaping shall be started on a Lot nor any planting of trees take place until the plans and specifications therefor have been first approved in writing by the Committee. Landscaping must be commenced within one month of the date the house is ready for occupancy (or by April 30 of the following year if a house is ready for occupancy after October 15) and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Committee within nine months of the date the house is approved for occupancy.

(c) Retaining Walls. All retaining walls must be approved by the Committee. The Committee will not be required to approve the use of unfaced concrete retaining walls. The Committee will encourage the use of rock-faced walls and walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes.

(d) Site Plan. The direction which homes on Lots shall face must be approved by the Committee. Lot Owners must determine the depth and location of the sewer in consultation with the appropriate Sewer District prior to designing their exterior house elevations.

(e) Exterior Lighting. Some form of exterior lighting shall be required for each Lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility.

(f) Construction Plans and Drawings. Prior to obtaining approval from the Committee, a set of final "to be constructed" plans and drawings must be submitted to the Committee.

(g) Prohibition Against Soil Erosion and Runoff. It shall be the responsibility of the Lot Owner to direct site work relative on his or her Lot so as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. All construction shall comply with the provisions of Chapter 70 of the Uniform Building Code. Lot Owners shall cause all construction to take place in a good and workmanlike fashion so as not to impair other construction or the natural drainage.

(h) Fences. All fences, whether on the perimeter or interior of any Lot, must be approved by the Committee. The Committee shall not be required to approve any proposed fence

on any Lot. In determining whether to approve a fence, the Committee shall take into account, among other things, the adverse visual impacts of the fence on the hillside and on other Lots, and any potential erosion and drainage problems which may be caused by the proposed fence.

9.3 Building Permit Procedure. No Lot Owner will be eligible to obtain a building permit from Bountiful City until such time as he or she has submitted to the Committee:

(a) Construction plans and drawings as provided for herein as well as a design for impervious run off which is, in the sole opinion of the Committee, adequate to control drainage from the Lot.

(b) A deposit in the sum of Three Hundred Dollars (\$300.00), (hereafter the "Deposit").

At such time as the Committee has approved the plans and drawings, as well as the design for impervious run off, the Committee will then notify the Lot Owner in writing of his or her authorization to apply for a building permit.

The Deposit will be refunded to the Lot Owner upon completion of construction in accordance with the plans and drawings and upon completion of landscaping in accordance with the requirements set forth herein and upon compliance with all other provisions of this Declaration applicable to the Lot.

10. ARCHITECTURAL PROCEDURE.

The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omission in the design of any building or landscaping, and any violations of Bountiful City ordinances are the sole responsibility of the Lot Owners and/or their designer or architect. The Committee's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the buildings or architectural soundness thereof, and the Committee shall have no responsibility for a determination of such adequacy or soundness.

11. ADDITIONAL COVENANTS.

11.1 Concrete Maintenance. Each Lot Owner shall at all times keep the curb and gutter and sidewalk in front of his or her Lot or Lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Committee.

11.2 Enforcement. No dwelling, improvement or other structure or building shall be constructed or maintained on a Lot until a permit or written approval therefor is obtained from Bountiful City. The granting of a permit or approval by Bountiful City with respect to any matters shall not bind or otherwise affect the power of the Committee to refuse to approve any such matter not in accordance with the provisions of this Declaration. The Lot Owners hereby agree that the Committee and/or Bountiful City may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under any covenant or agreement contained in this Declaration. Should any suits be instituted, the affected Lot Owner or Owners agree that if the court finds in Bountiful City's or the Committee's favor such Lot Owner or Owners shall pay reasonable attorney's fees to Bountiful City or the Committee.

12. COMMON AREAS AND LIMITED COMMON AREAS.

12.1 Common Areas. Declarant shall have the power and the authority to create for the benefit of the Property certain Common Areas for the use and benefit for all Lots and Limited Common Areas for the use and benefit of one or more Lots, including, but not by way of limitation, all common grounds or recreational facilities; all outdoor lighting, fences, landscaping, sidewalks and roads; all other parts of the Property normally in common use, or which have been designated as Common Areas on any Plat; and all repairs and replacements of any of the foregoing.

12.2 Limited Common Areas. Declarant shall also have the power and the authority to create for the benefit of the Property certain Limited Common Areas for the use and benefit of one or more Lots, including, but not by way of limitation, all common grounds or recreational facilities; all outdoor lighting, fences, landscaping, sidewalks and roads; all other parts of the Property normally in common use, or which have been designated as Common Areas on any Plat; and all repairs and replacements of any of the foregoing.

12.3 The maintenance, replacement and repair of the Common Areas and Limited Common Areas and Facilities shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. All incidental damages caused to a Lot by the maintenance, replacement and repairs of the Common Areas shall be repaired promptly and the cost thereof charged as a Common Expense.

13. HOMEOWNERS' ASSOCIATION; MANAGEMENT COMMITTEE.

13.1 All persons or entities who are Owners of Lots shall be members of a Utah Nonprofit Corporation, the characteristics and

nature of which are determined by the Declaration, the Articles and the Bylaws. The name of the corporation and the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Management Committee or officers thereof on behalf of, or as agent for the Owners in the manner specified by this Declaration, the Articles and/or Bylaws is: DEER RUN AT MAPLE HILLS HOMEOWNERS' ASSOCIATION.

13.2 The management and maintenance of the Property and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of three (3) natural persons, all of whom shall be Owners except persons appointed to the Management Committee by the Declarant, who need not be Owners. The Management Committee shall be elected as provided in the Bylaws. The rights, duties and functions of the Management Committee may be exercised by Declarant until the date the Articles are filed with the Utah Department of Commerce, after which the initial Management Committee named in the Articles shall serve until the date of the first meeting of the Association. Notwithstanding anything contained herein or in the Bylaws to the contrary, Declarant alone shall have the right to select two members of the Management Committee until the first to occur of the following:

(a) Declarant, at its option, terminates such right by written notice to all Owners;

(b) The expiration of seven (7) years from the original recording of this Declaration; or

(c) Eighty Percent (80%) of the Lots in Plat A and B combined have been conveyed by Declarant.

The right of Declarant to select members of the Management Committee pursuant to this Section 13.2 shall be in addition to and separate from Declarant's right as an Owner, if Declarant shall own any Lots, to vote for any other members of the Management Committee to be elected by the Owners and not appointed by Declarant.

13.3 The Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Declaration, the Articles and Bylaws, including, but not limited to, the following:

13.3.1 To make and enforce all rules and regulations covering the operation and maintenance of the Property.

13.3.2 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to such persons a reasonable compensation for such services,

provided that the term of any such agreement for services may not exceed one (1) year, renewable by agreement of the parties for successive one year periods, and further provided that any management agreement for the Property shall be terminable by the Association upon thirty (30) days prior written notice.

13.3.3 To operate, maintain, repair, improve and replace the Common Areas and Facilities and Limited Common Areas and Facilities.

13.3.4 To determine and pay the Common Expenses.

13.3.5 To assess and collect the proportionate share of Common Expenses from the Owners.

13.3.6 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

13.3.7 To open bank accounts on behalf of the Association and to designate the signatures therefor.

13.3.8 To purchase, hold, sell, convey, mortgage or lease any one or more Lots in the name of the Association or its designee.

13.3.9 To bring, prosecute and settle litigation for itself, the Association and the Property, provided that it shall make no settlement which results in a liability against the Management Committee, the Association or the Property in excess of Three Thousand Five Hundred Dollars (\$3,500.00) without prior approval of a majority of Owners.

13.3.10 To obtain insurance for the Association with respect to the Common Areas and Facilities and the Limited Common Areas and Facilities, as well as workmen's compensation insurance, if required.

13.3.12 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary or convenient to the management of the business and affairs of the Association and the Management Committee or for the benefit of the Property, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

13.3.13 To keep adequate books and records.

13.3.14 To do all other acts necessary for the operation and maintenance of the Property and the performance of its duties as agent for the Association, including the maintenance and repair of any Lot if the same is necessary to protect or

preserve the Property and the enforcement of any of the provisions of Section II.

13.4 The Management Committee may delegate to a manager or managing company all of the foregoing powers, duties and responsibilities referred to in Section 13.3 above except: the final determination of Common Expenses, budgets and assessments based thereon; the promulgation of rules and regulations; the power to enter into any contract involving more than Three Thousand Five Hundred Dollars (\$3,500.00) in any one fiscal year; the opening of bank accounts and the selection of signatories therefor; the power to purchase, hold, sell, convey, mortgage or lease any Lot in the name of the Association; the authority to bring, prosecute and settle litigation; the power to enter into any contract with a duration of more than twelve months.

13.5 Members of the Management Committee, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Property, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

13.6 The Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Owners, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party be reason of the fact that he is or was a member of the Management Committee or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Management Committee shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of Owners or the Management Committee or

otherwise. The indemnification by the Owners as contained herein shall be paid by the Management Committee on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

13.7 The Management Committee may procure appropriate fidelity bond coverage for any person or entity handling funds of the Association, including, but not limited to, employees of any manager or managing company engaged by the Management Committee pursuant to Subsection 13.3.2 above.

14. ASSESSMENTS.

14.1 The making and collection of assessments from Owners for their share of Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

14.1.1 Each Owner, including Declarant so long as Declarant owns any Lots, shall be liable for a proportionate share of the Common Expenses, such share being divided pro rata among all Lots. Provided, however, that expenses attributable to Limited Common Areas shall be divided pro rata only among those Lots directly benefitting from the use of such Limited Common Area. Assessments of Common Expenses shall commence as to all Lots on the first day of the month following the closing of the first Lot sold. Declarant shall be deemed to be an Owner of any Lot for which a Plat has been recorded and which has not been conveyed by Declarant.

14.1.2 Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the minimum rate of ten percent (10%) per annum, or at such higher rate or interest as may be set by the Management Committee, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

14.1.3 There shall be a lien upon the applicable Lot for unpaid assessments which shall also secure reasonable attorney's fees and all costs and expenses, including taxes, if any, incurred by the Management Committee because of such a lien. The lien for assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof, for taxes past due and unpaid on the Lot, and amounts due under duly recorded mortgages which were recorded prior to the recording of the lien for assessments. The lien for nonpayment of Common Expenses may be enforced by sale or foreclosure of the Lot Owner's interest by the Management Committee or the Association, such sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in

deeds of trust or mortgages or in any manner permitted by law. In connection therewith, each Owner is hereby deemed to have given and granted a power of sale to any attorney licensed in the State of Utah and selected by the Management Committee to act as trustee in the event that any such lien is foreclosed in the manner provided by law for foreclosure of deeds of trust.

14.1.4 Upon completion of any foreclosure of a lien for assessments, the Owner subject to the lien shall be required to pay a reasonable rental for the Lot and the improvements thereon so long as such Owner or his tenants, lessees, sublessees and invitees shall remain in possession of such Lot, and the Management Committee shall be entitled to the appointment of a receiver to collect the same.

14.1.5 All past due assessments shall be a personal obligation of the Owner liable for such assessment. In addition to or concurrently with any action for foreclosure of any lien for assessments, the Management Committee may bring a personal action against an Owner for collection of any and all past due assessments for which such Owner is liable.

14.1.6 The rights and remedies of the Management Committee for collection of unpaid assessments, including without limitation the foreclosure of any lien or personal suit against an Owner, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of the Management Committee, and may be exercised as often as occasion therefor shall occur. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

14.2 The Management Committee may include in the monthly assessments amounts representing contributions to the capital of the Association to be used for the replacement of or additions to capital items or improvements on the Property, and such amounts shall be set up as capital accounts for each Lot. In the event of transfer of a Lot, the capital account shall be deemed transferred to the transferee of the Lot.

14.3 In assessing the Owners for capital improvements to the Common Areas, there shall be no single improvement exceeding the sum of Three Thousand Five Hundred Dollars (\$3,500.00) made by the Management Committee without the same having been first voted on and approved by a majority vote of Owners. The foregoing shall not apply to such structural alterations of capital additions or capital improvements to the Common Areas as are necessary in the Management Committee's reasonable judgment to preserve or maintain the integrity of the Common Areas.

14.4 If an Owner shall at any time lease or rent his Lot or any Dwelling thereon or any portion thereof and shall default

for a period of one month in the payment of assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Management Committee shall discharge such tenant for rent due, and shall discharge the Owner for such assessments to the extent of the amount so paid.

14.5 The Management Committee shall handle all assessments hereunder, whether for Common Expenses or as capital contributions, so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Association or individual Owners.

15. VOTING.

At any meeting of the Association, each Owner, including Declarant, either in person or by proxy, shall be entitled to cast one vote for each Lot owned by him or her. The voting rights appurtenant to each Lot shall vest at the time that assessments for Common Expenses are first levied against such Lot by the Association. If there is more than one Owner with respect to a particular Lot, any or all of such Owners may attend any meeting of the Association, but it shall be necessary for all such Owners present, in person or by proxy, to act unanimously in order to cast the vote appertaining to their Lot.

16. ACCEPTANCE OF RESTRICTIONS.

By acceptance of contracts or deeds for a Lot or Lots or any portion thereof, all purchasers of Lots shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements in this Declaration and shall be bound thereby.

17. VIOLATIONS OF RESTRICTIONS; PENALTIES.

Each Owner shall strictly comply with the provisions of the Declaration. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by any Lot Owner, the Committee or Declarant. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall also give the Committee or the Declarant; their successors and assigns, the right to enter upon any portion of the Property where such violation or breach exists, and to summarily abate and remove at the expense of the Owner, any erection, thing or condition that may be existing thereon contrary

to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

18. AMENDMENT.

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote or approval and consent of Owners who own three-fourths (3/4) or more of the Lots on the Property. In voting, each Lot Owner of record shall be entitled to cast one vote for each Lot owned by him or her. Provided, however, where there is more than one record Owner of a Lot, all such Owners must act unanimously to cast a vote for that Lot. Any amendment so authorized shall be accomplished by recordation of an instrument executed by such Lot Owners.

19. NO WAIVER.

Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing. No waiver of a breach of any of these covenants, conditions, restrictions and agreements, and no failure to enforce any one of such restrictions, either by forfeiture or otherwise, shall be construed as a waiver of any other restriction or condition. The failure of the Owners, the Architectural Control Committee or their agents or designers to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect.

20. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

21. CAPTIONS.

E 1100965 8 1731 P 105

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

22. LAW CONTROLLING.

This Declaration shall be construed and controlled by and under the laws of the State of Utah.

23. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

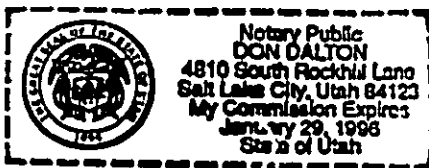
IN WITNESS WHEREOF, the undersigned has executed this instrument this 24th day of January, 1994.

DEER RUN, L.L.C.

By: John T. Clark
Its Manager

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 24th day of January, 1994, personally appeared before me John T. Clark, who being by me duly sworn, did say that he is the Manager of Deer Run, L.L.C., and that the within and foregoing instrument was signed in behalf of the corporation by authority of its Operating Agreement.



My Commission Expires:
1-29-96

Don Dalton
NOTARY PUBLIC
Residing At: See Utah

EXHIBIT A

DEER RUN PLAT A E 1100965 S 1731 P 106

Beginning at a point which is North $88^{\circ}48'04''$ West 1,193.33 ft. along the Section Line from the South Quarter Corner of Section 33, Township 2 North, Range 1 East, S.L.B. & M., and running thence North $88^{\circ}48'04''$ West 902.07 ft. along said Section Line; thence North 731.28 ft.; thence South $80^{\circ}15'00''$ East 84.72 ft.; thence North $1^{\circ}00'00''$ East 290.00 ft.; thence South $83^{\circ}10'10''$ East 340.00 ft. to the Westerly corner of Lot 9 of Maple Cove Subdivision No. 1, Plat A; thence along the boundary of said Plat A in the following three courses: South $40^{\circ}54'52''$ East 198.50 ft., South $73^{\circ}18'08''$ East 156.61 ft., North $27^{\circ}08'59''$ East 61.94 ft.; thence along the boundary of Maple Hills Subdivision No. 4, Plat A, in the following six courses: North $80^{\circ}00'00''$ East 135.98 ft., South $30^{\circ}01'28''$ East 203.80 ft., South $15^{\circ}44'58''$ East 54.00 ft., Northeasterly 181.00 ft. along the arc of a 334.00 ft. radius curve to the left through a central angle of $31^{\circ}02'59''$ (radius point bears North $15^{\circ}44'58''$ West from the beginning of the curve), South $54^{\circ}26'23''$ East 165.64 ft., North $63^{\circ}42'52''$ East 56.57 ft.; thence South $18^{\circ}17'14''$ West 189.09 ft.; South $82^{\circ}49'17''$ West 364.90 ft.; thence South 437.02 ft. to the Point of Beginning.

Containing: 20.5095 Acres.

DEER RUN PLAT B

Beginning at the Southwest Corner of Lot 21 of Maple Hills Subdivision No. 4, Plat A, in Bountiful City, Davis County, Utah, which point is North $88^{\circ}48'04''$ West 321.03 ft. along the Section Line from the South Quarter Corner of Section 33, Township 2 North, Range 1 East, S.L.B. & M., and running thence North $88^{\circ}48'04''$ West 872.30 ft. along said Section Line to the Southeast Corner of Lot 4 of Deer Run At Maple Hills Subdivision Plat A; thence along the boundary of said Deer Run At Maple Hills Subdivision Plat A in the following three courses to the East corner of Lot 10 of said Maple Hills No. 4, Plat A: North 437.02 ft., North $82^{\circ}49'17''$ East 364.90 ft., North $18^{\circ}17'14''$ East 189.09 ft.; thence along the boundary of said Plat A in the following five courses to the Point of Beginning: North $78^{\circ}39'52''$ East 146.35 ft., South $86^{\circ}15'40''$ East 276.23 ft., Southwesterly 158.22 ft. along the arc of a 183.00 ft. radius curve to the right through a central angle of $49^{\circ}32'12''$ (radius point bears North $69^{\circ}08'59''$ West from the beginning of the curve), South $19^{\circ}36'47''$ East 54.00 ft., South $13^{\circ}00'$ East 547.06 ft.

Containing: 10.7359 Acres