

AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR FARM BROOK ESTATES NOS. 1 AND 2 SUBDIVISIONS

This AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS dated April 19, 2012, shall replace and supersede the covenants for Farm Brook Estates Nos. 1 and 2 subdivisions (hereinafter referred to together as Farm Brook Estates Subdivision) previously recorded in the office of the Salt Lake County Recorder, State of Utah.

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned being the owners of at least one-half of the real property situate in Salt Lake County, State of Utah, known as FARM BROOK ESTATES SUBDIVISION and in consideration of the premises and as part of the general plan for improvement of the property comprising the Farm Brook Estates Subdivision, and in accordance with the law and the provisions of the Declaration of Protective Covenants for Farm Brook Estates Subdivision herein being amended, we do hereby declare the property known as Farm Brook Estates Subdivision and all lots located therein, subject to the restrictions and covenants herein recited.

ARTICLE I 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 not to exceed two stories in height with a private garage for not less than two vehicles and for not more than four vehicles. Three car garages will be required for all homes unless otherwise approved by the Farm Brook Estates Subdivision Architectural Control Committee (hereinafter simply Architectural Control Committee)...

2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided herein. Two sets of plans must be submitted for this purpose; one set will remain in the developer's office.

3. <u>Dwelling Quality and Size</u>.

Except as otherwise 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 2,300 square feet for single-story homes. For two-story homes the combined footage for both floors shall be not less that 3,000 square feet. For the purpose of these covenants, bi-level, split-level and tri-level homes shall be considered as single-story homes. The combined footage for the three floors shall be not less that 2,700 square feet. The

Architectural Control Committee shall have the right, at its sole discretion, to approve homes for construction in which the floor area is less than provided above.

4. Cottonwood Heights and Other Approvals.

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 criteria other than the requirements of this Declaration and any Architectural Guidelines.

- 5. <u>Building Location</u>.
- (a) Building location must conform to the requirements of Cottonwood Heights.
- (b) For the purposes of this covenant, eaves, steps, and porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

6. Roofing and Exterior Materials.

All exterior materials utilized on dwellings and other structures shall consist of stone, brick, wood, etc. Acrylic stucco may also be used as a siding material. Aluminum, steel and vinyl materials may only be used for soffit and facia unless otherwise approved by the Architectural Control Committee in writing. The roofing material for all homes or other structures built on any lot shall be either cedar shingles, tile or architectural grade laminated shingle.

7. Paving.

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

8. 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.

Antennas.

All 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 shall be allowed provided they are screened from view and their location is approved by the Architectural Control Committee.

10. Pools, Spas, Fountains and Game Courts.

Pools, spas, fountains and game courts shall be approved by the Architectural Control Committee and shall be located to avoid impacting adjacent properties with light or sound. No game court shall be located in front or side yards. 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 or ramps, which structures shall be prohibited.

11. Mechanical Equipment.

All air conditioning and heating equipment, swamp coolers, and soft water tanks must be screened from view. Air conditioning units and swamp coolers are not permitted on roofs or through windows unless screened from view and approved by the Architectural Control Committee.

12. Gas and Electric Meters.

Meter locations are to be screened from view.

Metal Awnings.

Metal awnings, metal "lean-tos," and metal patio covers shall not be permitted on any lot.

14. Construction time Following Purchase.

The grantee or grantees of any building lot within the subdivision shall within one year from the purchase date of said lot commence construction and, having commenced construction upon said lot, shall continue therewith and have the dwelling structure upon the lot ready for occupancy as a residence within eighteen months from the date construction is commenced., Landscaping of any dwelling shall be completed within twelve months after the initial occupancy. In the event a residence is not constructed in accordance with the above terms and time allotted or is not completed within the term specified, the grantor, their heirs, devisees, or assigns shall have the exclusive option to buy said lot for the sum initially paid to the grantor by the grantee for the purchase of the lot.

15. Nuisance.

Nothing may be done or placed on any lot where it may be seen from the street that would detract from the appearance or character of the neighborhood in the opinion of the Architectural Control Committee, including but not limited to the following: No noxious or offensive activity may 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 of any articles which are unsightly in the opinion of the Architectural Control Committee may be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles may be stored on streets or front or side lots unless they are in running condition, properly licensed, and are being regularly used. No trailers, boats, or other large recreational items may be stored on the streets or front yards without specific written permission of 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.

16. <u>Temporary Structures</u>.

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

17. 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.

18. Animals and Pets.

Dogs, cats, or 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 owner's premises and under the owner's control. Whenever a pet, other than a cat, 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 the owner and approved by the Architectural Control Committee. No horses or other farm animals shall be allowed on any lots within this subdivision.

If in the opinion of the Architectural Control Committee any animals or pets become an annoyance, a nuisance or obnoxious to other owners in this subdivision, the Architectural Control 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.

19. <u>Landscaping</u>.

Trees, lawns, shrubs, and other plantings provided by the owner of each lot shall be properly nurtured and maintained, or replaced at the owner's expense upon request of the Architectural Control Committee. Any xeriscaping (landscaping that requires little water, such as drought-resistant plants in rocks or groundcover other than lawn) or other plantings or structures other than typical lawns, bushes, and trees, such as vegetable gardens and wind turbines, that are visible from the street must be approved by the Architectural Control Committee, which shall take into account the landscaping throughout the Subdivision and government advisories for the preservation of water, production of energy, or other "green" purposes, provided that any requirement of Cottonwood Heights, Salt Lake County, or the State of Utah relating to landscaping shall take precedence over this provision.

20. <u>Landscape Site Preparation Guidelines.</u>

All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be performed within the confines of a lot.

21. Site Grading and Drainage.

Salt Lake County requires that each lot owner retain on his own lot water runoff in accordance with the approved subdivision Grading and Drainage Plan submitted by the developers Hamilton & Company and New Mark Development in connection with their application for subdivision approval.

22. Subdivision of Lots.

No owner of any property within the Farm Brook Estates Subdivision shall at any time be permitted to subdivide the lot into two or more sublots less in square foot area that the area of the lot at the time of its initial purchase.

23. Rental of Property.

No owner of any property within the Farm Brook Estates Subdivision shall rent such property to another person or persons without the approval of the Architectural Control Committee, and such approval will not be unreasonably withheld. Prior to the execution of a rental agreement and approval by the Architectural Control Committee, the owner shall give to the prospective renter(s) a copy of this Amended Declaration of Protective Covenants for Farm Brook Estates Subdivision and require the renter(s) to submit in writing with the Architectural Control Committee their agreement to comply with the covenants and restrictions contained therein, provided, however, that this shall not relieve the owner of its obligation also to comply with such covenants and restrictions. The renter(s) shall also provide to the Architectural Control Committee a deposit in the amount of \$500.00 made payable to the Farm Brook Estates HOA as security for its compliance with such covenants and restrictions. This security deposit shall be returned to the renter(s) upon expiration of the rental, less any part of the \$500.00 used to comply with such covenants and restrictions. This paragraph 23 conforms to Utah Code Section 57-8a-209 and incorporates by reference any applicable provisions not explicitly included herein.

24. Enforcement

Any owner or other resident within the subdivision who violates any Section in this Article I shall be subject to take such action or pay such monetary penalty as the Architectural Control Committee by resolution or regulation may provide. Appeals from such action or penalty may be to a quorum of the homeowners at a special meeting called by the Architectural Control Committee or the appealing homeowner to hear the appeal. The decision of the quorum shall be final.

ARTICLE II EASEMENTS

- 1. For the installation and maintenance of utilities and drainage facilities, areas are reserved as shown of 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.
- 2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and 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 are hereby granted an easement, to the full extent necessary therefor, 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 lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

ARTICLE III COMMON AREAS, OWNERSHIP AND MANAGEMENT

1. Common Areas and Facilities.

The following are designated as common areas and facilities of the subdivision, to-wit: any park strip and landscape area located contiguous to Highland Drive or Creek Road and such other property, neighboring amenities, irrigation systems, planting, etc., as may be installed for the beautification of the neighborhood. The side of any fence facing Highland Drive or Creek Road is a common area, while the side of any fence facing a homeowner's lot shall be the responsibility of the homeowner. The replacement of any part of a fence facing Highland Drive or Creek Road shall be the responsibility of the homeowner.

2. Ownership - Association of Property Owners.

The property owners of the lots in the subdivision, herein the Farm Brook Estates
Homeowners Association, shall comprise an association for the ownership, administration, and
management of the common areas and facilities upon the terms and conditions specified in these
protective covenants. All common expenses shall be shared and allocated equally over the lots
within the subdivision with each lot considered to hold one share with the total lots representing

100% of such shares.

Bylaws of the Farm Brook Estates Homeowners Association.

The procedure for administration and management of the common areas and facilities of the subdivision shall be governed by the following Bylaws:

- (A) <u>Voting at meeting of lot owners</u>. At any meeting or election of the Farm Brook Estates Homeowners Association, each owner shall be entitled to one vote per lot. In the event of multiple ownership of a given lot, said multiple owners shall cumulatively have only 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 hereinbelow 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 Management Committee designated hereinbelow and delivered to the owners not less that ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be held to elect members of the Management Committee, which members shall also serve as and constitute the Architectural Control 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 Management Committee or by the owners having one-third (1/3) of the total votes, delivered not less than fifteen (15) days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor 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 Management Committee.
- ©) The Management/Architectural Control Committee. The Management Committee, also referred to herein as the Architectural Control Committee, shall initially consist of three (3) persons, appointed by the developers, which Committee shall serve until the project is completed, at which time the developers shall appoint three (3) residents of the subdivision to replace the initial Committee, which persons shall serve until the first annual meeting of the owners, at which time an election shall be held as provided herein. The Management/Architectural Control Committee shall have all the powers, duties, and responsibilities which are provided by law and by these Protective Covenants and any amendments subsequently filed hereto. Said Committee shall be responsible to control 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 ninety (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 elect such officers as it shall deem appropriate and shall hold regular

meetings at times and places which the Committee shall determine within the subdivision. The quorum for the transaction of business shall consist of the majority of the Committee in office. The Management/Architectural Control 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 \$1,000.00 per year. Facilities or improvements in excess of \$1,000.00 per year shall require the approval and consent of two-thirds (2/3) of the lot owners. The Committee shall have the power to adopt and establish management and 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 same are faithfully observed by those persons over whom they have 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 occupants of all homes within the subdivision and their guests. The Management/Architectural Control Committee shall determine all uses of the common areas and facilities and may obtain insurance, insuring the Committee, and 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 for common areas or facilities.

4. Payment of Expenses.

Each lot owner hereby agrees to pay to the Management/Architectural Control Committee the lot owner's portion of all costs and expenses required and deemed necessary, if any, by the Management/Architectural Control Committee in connection with the common areas and facilities and the management, maintenance, and operation of the same. Costs and expenses may include, among others, 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, and 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 percent (1 ½%) 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 Management/Architectural Control 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 accrued or have become payable in 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 Management/Architectural Control 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. Each month the assessment or other assessments of any nature shall be separate, distinct, personal debts and obligations of the lot 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 (1 1/2%) per month and costs, including a reasonable attorney's fee, 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 on 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 Management/Architectural Control 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 Management/Architectural Control 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 t 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.

5. Additional Powers.

The Management/Architectural Control Committee is hereby further vested with such other powers as are set forth in these covenants including but not limited to those powers set forth in Article IV hereof.

ARTICLE IV 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 periods of ten (10) years unless an instrument signed by a majority of the then owners of lots in the Subdivision has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement.

The owner or owners of any portion of the Subdivision, and/or the Architectural Control Committee, shall be entitled to prosecute any proceeding, at law or in equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the Architectural Control Committee 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 reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the owners of the Subdivision, 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 becomes unenforceable.

4. Architectural Control Committee.

The Architectural Control Committee, which is vested with the powers described hereinabove, shall consist of three (3) property owners elected by the property owners at their annual meeting. Prior to the commencement or any excavations, construction, remodeling or alteration to any structure theretofore completed, there shall first be filed with the Architectural Control Committee one (1) complete set of plans and specifications for such excavation, construction, remodeling or alteration, together with a block or plot plan indicating the exact part of the subject property the improvement will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the Committee. The Committee shall have the right to refuse to approve any such plans and specifications which, in the Committee's discretion, are not desirable, and in so passing upon them the Committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling or alteration and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook for the adjacent or neighboring property. The Committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. In the event said Committee fails to approve or disapprove in writing said plans within thirty (30) day after their submission, then said approval shall not be required.

No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

At any time, the then record owners of a majority of the lots in the Farm Brook Estates Subdivision shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the Architectural Control 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

the Architectural Control Committee, the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of the Architectural Control Committee to fill any such vacancy with like authority.

The Architectural Control Committee shall have the power and authority to take such action as it deems necessary to keep any portion of the Farm Brook Estates Subdivision, and exterior and grounds of any structure, maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the Architectural Control Committee may notify any owner of a portion of the Farm Brook Estates Subdivision of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the Architectural Control 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 Architectural Control Committee shall have the right to foredclose 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.

At the expiration of the term of a member of the Architectural Control Committee, an election shall be held by the owners, who shall elect a new member to the Architectural Control Committee for a three (3) year term. In elections, each lot shall have one (1) vote.

IN WITNESS WHEREOF, a majority of the homeowners have adopted this Declaration of Protective Covenants for Farm Brook Estates Subdivision on the dates indicated below their notarized signatures STATE OF UTAH) ss. COUNTY OF SALT LAKE) On the _______, 2012, personally appeared before me TERRY TO TURVILLE and BEVERLY J TURVILLE, owners (or one owner acting of behalf of all owners) of the lot at 795/ HUNTERS MEADED CIRCLE Cottonwood Heights, Utah, who duly acknowledged to me that they executed the Amended Declaration of Protective Covenants for Farm Brook Estate Subdivision dated April 19, 2012. NOTARY PUBLIC My Commission Expires: Residing at: 5/13/2014 SUZANNE M HODGES NOTARY PUBLIC 582631 Salt Lake County, Utah

STATE OF UTAH) ss. COUNTY OF SALT LAKE On the 1975 day of April , 2012, personally appeared before me Earl M. Wunderli , owners (or one owner acting of behalf of all owners) of the lot at 8010 Hunters Meadow Circle Cottonwood Heights, Utah, who duly acknowledged to me that they executed the Amended Declaration of Protective Covenants for Farm Brook Estate Subdivision dated April 19, 2012. My Commission Expires: STATE OF UTAH) ss. COUNTY OF SALT LAKE On the 1976 day of April , 2012, personally appeared before me nowner acting of behalf of all owners) of the lot at 1946 Hunters Meadow Cottonwood Heights, Utah, who duly acknowledged to me that they executed the Amended Declaration of Protective Covenants for Farm Brook Estate Subdivision dated April 19, 2012.	Jan Manustach'
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Cottonwood Heights, Utah, who duly acknowledged to me that they executed the Amended Declaration of Protective Covenants for Farm Brook/Estate Subdivision dated April 19, 2012. My Commission Expires: Suzanie Michaele Elder NOTARY PUBLIC Residing at: Suzanie Michaele Blader State OF UTAH) ss. COUNTY OF SALT LAKE On the 19th day of April 2012, personally appeared before me michaele Elder and , owners (or one owner acting of behalf of all owners) of the lot at 1946 Hunters Meadow Cottonwood Heights, Utah, who duly acknowledged to me that they executed the Amended	On the 19 th day of April , 2012, personally appeared before me
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Bhrims	
STATE OF UTAH)) ss.	
COUNTY OF SALT LAKE) On the 19 day of APRIL BRUCE EVANS and	, 2012, personally appeared before me, owners (or
one owner acting of behalf of all owners) of the Cottonwood Heights, Utah, who duly acknowle Declaration of Protective Covenants for Farm Broken	dged to me that they executed the Amended
My Commission Expires: Res	iding at:
5-13-2014	SUZANNE M HODGES NOTARY PUBLIC 592831 Selt Lake County, Utah My Commission Expires 05/13/2014
(Collistern)	
STATE OF UTAH)	
On the 19 day of 1981L SCOTT E. LATIMER and 3	, 2012, personally appeared before me
one owner acting of behalf of all owners) of the Cottonwood Heights, Utah, who duly acknowled Declaration of Protective Covenants for Farm Br	iged to me that they executed the Amended
NO.	TARY PUBLIC
	iding at:
5-13-2014	SUZANNE M HODGES NOTARRY PUBLIC 582631 Salt Lake County, Utah
	My Commission Expires 05/13/2014

Melisso Christensen
STATE OF UTAH)) ss.
COUNTY OF SALT LAKE) On the 19 ¹² day of, 2012, personally appeared before me
Melissa Christensen and , owners (or
one owner acting of behalf of all owners) of the lot at <u>7970 Hunters Medow Cir.</u> , Cottonwood Heights, Utah, who duly acknowledged to me that they executed the Amended Declaration of Protective Covenants for Farm Brook Estate Subdivision dated April 19, 2012.
NOTARY PUBLIC
My Commission Expires: Residing at:
5-/3-20/4 SLC, UT SUZANNE M HODGES NOTARY SOJECT SOJECT SUZANNE M HODGES NOTARY SOJECT SOJECT SOJECT My Commission Expires 05/13/2014
Darline Atanton
STATE OF UTAH)) ss.
COUNTY OF SALT LAKE) On the 19 day of april ,2012, personally appeared before me Darlene Stanton and , owners (or
one owner acting of behalf of all owners) of the lot at 8013 Hunters Meadow Civ Cottonwood Heights, Utah, who duly acknowledged to me that they executed the Amended
Declaration of Protective Covenants for Farm Brook Estate Subdivision dated April 19, 2012. NOTARY PUBLIC
My Commission Expires: Residing at:
5-13-2014 SUZANNE M HODGES NOTARY PUBLIC S92631 Selt Lake County, Utah My Commission Expires 05/13/2014

Too Olina	
- Can Julyan	
STATE OF UTAH)	
On the 19th day of and and	, 2012, personally appeared before me, owners (or
one owner acting of behalf of all owners) of the lot a Cottonwood Heights, Utah, who duly acknowledge Declaration of Protective Covenants for Farm Brook	d to me that they executed the Amended
My Commission Expires: Residing	ng at:
<u>5-13-2014</u> <u>SL</u>	SUZANNE M HODGES NOTARY PUBLIC 520631 Salt Lake County, Utah My Commission Expires 05/13/2014
ShoHoole	
STATE OF UTAH) ss.	
On the 19 day of April Ann Hoole and	, 2012, personally appeared before me, owners (or
one owner acting of behalf of all owners) of the lot a Cottonwood Heights, Utah, who duly acknowledge Declaration of Protective Covenants for Farm Brook	d to me that they executed the Amended
	AMPUBLIC TO STATE OF THE RY PUBLIC
My Commission Expires: Residir	ng at:
5-13-2014 SLC	QUZANNII M MODGES NOTARY PUBLIC 582831 Sait Lake County, Utah My Commission Expires 05/13/2014

Mancy D. Walker	
STATE OF UTAH)) ss.	
COUNTY OF SALT LAKE) On the 19th day of APRIL NANCY S. WALKER and	2012, personally appeared before me, owners (or
one owner acting of behalf of all owners) of the lot at 1 Cottonwood Heights, Utah, who duly acknowledged to a Declaration of Protective Covenants for Farm Brook Establishment	ne that they executed the Amended ate Subdivision dated April 19, 2012.
My Commission Expires: Residing at:	
5-13-2014 SLC, C	SUZANNE M HODGIES NOTARY PUBLIC 582621
Thehouses	Self Lake County, Utah My Commission Expires 05/13/2014
STATE OF UTAH)	
On the 20 day of April (2012, personally appeared before me, owners (or
one owner acting of behalf of all owners) of the lot at 1900 Cottonwood Heights, Utah, who duly acknowledged to a Declaration of Protective Covenants for Farm Brook Esta	ne that they executed the Amended
My Commission Expires: NOTARY I	Notary Public
Angust 3, 2013 Salt Car	State of Utah Comm. No. 579713 My Comm. Expires Aug 3, 2013

Steven D. Shields	
Sim & Sulh	
STATE OF UTAH)	
On the 75th day of 2000	2012, personally appeared before me
Steven D. Shields ar	, 2012, personally appeared before me
	the lot at
My Commission Expires:	NOTARY PUBLIC Residing at: Salt Cake County, Utah
April 20th 2013	
*****	NOTARY PUBLIC Ryan Shelley 578646 My Commission Expires 04-26-2013 STATE OF UTAH
STATE OF UTAH)) ss.	
COUNTY OF SALT LAKE)	, 2012, personally appeared before me
	the lot at
	NOTARY PUBLIC
My Commission Expires:	Residing at:

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 Architectural Control 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.

At the expiration of the term of a member of the Architectural Control Committee, an election shall be held by the owners, who shall elect a new member to the Architectural Control Committee for a three (3) year term. In elections, each lot shall have one (1) vote.

IN WITNESS WHEREOF, a majority of the homeowners have adopted this Declaration of Protective Covenants for Farm Brook Estates Subdivision on the dates indicated below their notarized signatures.

Paul hust			
STATE OF UTAH) ss.			
COUNTY OF SALT LAKE)			
On the day of	April , 2012	, personally appeared before m	ne
Paul Kushlan	and	, owners ((or
one owner acting of behalf of all ow Cottonwood Heights, Utah, who duly Declaration of Protective Covenants	mers) of the lot at 8029 y acknowledged to me that	they executed the Amended	
	NOTARY PUBI		
My Commission Expires:	Residing at:		
3/8/2015	SLC, UT.		

