

When recorded, return to:  
James C. Dreyfous  
5950 South 2300 East  
Salt Lake City, Utah 84121

12057622  
5/26/2015 2:53:00 PM \$51.00  
Book - 10327 Pg - 5672-5689  
Gary W. Ott  
Recorder, Salt Lake County, UT  
DURHAM, JONES AND PINEGAR  
BY: eCASH, DEPUTY - EF 18 P.

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
DREYFOUS FARMS SUBDIVISION  
Salt Lake County, Utah**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DREYFOUS FARMS SUBDIVISION (, as amended and restated, this "Declaration") is made this 26 day of May, 2015, by DREYFOUS FARMS, LLC, a Utah limited liability company (herein referred to as "**Developer**") as the developer and owner of certain real property located in Salt Lake County, State of Utah.

**RECITALS**

The original Declaration of Covenants, Conditions and Restrictions for Dreyfous Farms Subdivision was made on April 2, 2014, and recorded with the Salt Lake County Recorder on April 2, 2014 as Entry No. 11827378. It is intended that this Declaration amend, restate and supersede the original Declaration, including minor revisions to the legal descriptions as attached.

Developer hereby includes all of the Property described on Exhibit "A" attached hereto (the "**Property**"), in the Dreyfous Subdivision and the Plat recorded herewith of Dreyfous Farms Subdivision (the "**Subdivision**") as set forth on the Dreyfous Farms Subdivision Plat (herein referred to as the "**Plat**"), with such Property being divided into lots ("**Lots**") numbered as Lot 1A and Lot 2A. It is the intent of the Developer that this Declaration shall be for the mutual benefit of the Owners of the Lots and also for the benefit of the owners of that certain real property known as the "**Dreyfous Property**" as described on Exhibit "B" attached hereto, and their successor and assigns. All roads on the Plat shall be private roads for the use and benefit of the owners of the Lots and the owners of the Dreyfous Property, and their family members, and invitees. The private roads shall be maintained in good condition by the Owners of the Lots, who shall pay for the maintenance and repair of such private roads in proportion to their pro rata percentage of the total square footage of the Property. The ACC (as defined in Section 2.1 below) may place a lien on the property of any owner who fails to pay his or her share of such costs. The easements indicated on the Plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

Developer further declares that all of the Property described herein is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or

assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said covenants, conditions, and restrictions. These covenants, conditions, and restrictions shall run with the land.

ARTICLE I  
USE RESTRICTIONS

1.1. **Land Use and Building Type.** All Lots shall be used only for detached single family residential purposes. Only one single family residence may be constructed each on Lots 1A and 2A of the Dreyfous Farms Subdivision together with associated accessory buildings and accoutrements. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal, business or professional telephone calls or correspondence therefrom. Nothing herein shall be deemed to create any kind of building restriction upon the owners of the Dreyfous Property.

1.2. **Lot Size.** Lot sizes as described on the recorded Plat for Lots 1A and 2A are considered minimum Lot sizes. Lots 1A and 2A shall not be further subdivided other than as shown on the recorded Plat. Notwithstanding the foregoing, and subject to obtaining the necessary approval of Holladay City or other applicable government entity, the owner of Lot 1A and the Owner of Lot 2A may agree between themselves to a lot line adjustment or subdivision so that one home may be built on one lot as a one-acre lot and a second home may be built on the other lot as a 3-acre lot; provided, however, that such 3-acre lot may not be further subdivided, so that between the two lots only two homes may be constructed.

1.3. **Care and Maintenance of Lots.** The Owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

1.4. **Easements.**

(a) Easements on Plat. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, structures, planting and other materials may be placed on such easement, as long as such structures or materials do not interfere with the installation, maintenance or replacement of such utilities or prevent the continuous flow of drainage channels in the easements. The easement area of each Lot 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. The Owner of each Lot shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

(b) [Intentionally deleted].

(c) Maintenance Access. The owner of The Dreyfous Property, and his successors and assigns, shall also have a perpetual easement for access to the southwest

corner of Lot 2A to allow for periodic maintenance of the north side of the shed located near the northwest corner of The Dreyfous Property.

1.5. **Hazardous Activities.** No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace or as may otherwise be allowed by law.

1.6. **Motorbikes.** All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only on established streets and parking areas and are specifically prohibited from all other portions of the Property.

1.7. **Weed Control.** Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on the Owner's Lot so as to minimize weeds, fire and other hazards to surrounding Lots, homes, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, animals, land, or the public health.

1.8. **Pest Control.** No Lot Owner shall permit any thing or condition to exist upon the Lot which would induce, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall perform such pest control activities on the Owner's Lot as may be necessary to prevent insects, rodents, and other pests from being present on his Lot.

1.9. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the other Owners in the Property. No clothes drying or storage of any articles which are visible to the public shall be permitted.

1.10. **Safe Condition.** Without limiting any other provision of these covenants, each Owner shall maintain and keep such Owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might endanger the health of or interfere with the safety or reasonable enjoyment of other owners of their respective Lots.

1.11. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion of the Property, nor shall any oil well, gas well, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of the Property.

1.12. **Garbage and Refuse Disposal.** No Lot or part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property shall be kept in sanitary containers inside a structure except when placed for collection. No rubbish, trash, papers, junk or debris shall be burned upon the Property, except that trash may be burned in accordance with applicable laws and ordinances, or with a permit from the local fire department and/or Salt Lake County.

1.13. **Utilities.** All future utility lines (installed after the date of recording this document) shall be underground, except at the point of entry into the residence. The existing above-ground utility lines located along the north edge of the Property are exempted from this provision.

1.14. **Water Supply.** Each home shall be connected to and use the municipal culinary water supply. No individual culinary water supply system shall be used or permitted to be used on any Lot, part or portion of the Property.

1.15. **Sewage Disposal.** Each home shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.

1.16. **RVs, Boats, and Vehicles.** No boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot except within an enclosed garage or on a cement pad shielded from public view behind the required front Lot line set-back area. No such vehicles shall be parked overnight on any street located within the Property. Trailers, motor homes, and trucks over 9,000 pounds GVW are not allowed to be stored upon any vacant lot or street or road area adjacent to the Property. Motor vehicles that are inoperable shall not be permitted to remain upon any street or Lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Lot or road area for a period exceeding thirty (30) days, the Developer or other Lot owners residing within the Property may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach to the vehicle and the Owner's Lot as a valid lien in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for more than forty-five (45) days.

## ARTICLE II ARCHITECTURAL CONTROL

2.1. **Architectural Control Committee.** Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences or landscaping elements, approval of the Architectural Control Committee ("**ACC**") is required.

(a) **Appointment and Membership.** The ACC shall consist of two (2) persons, with one person elected by the owners of the Dreyfous Property and the other person elected by the owners of Lot 1A and Lot 2A. Neither member of the ACC may act alone. In the event the two members of the ACC should be unable to come to agreement on any decision, the person elected by the owners of the Dreyfous Property shall have the deciding vote.

(b) **Submission of Plans.** The ACC shall have the right (but shall not be required) to review and approve building plans and specifications for the construction or remodeling of any structure on the Property. No work shall commence unless and until the ACC has approved the proposed plans or has otherwise given its approval to proceed.

(c) **Rights of Approval.** The ACC shall have the right to refuse or approve any plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site

upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

(d) Time Frame for Action. In the event the ACC fails to approve or disapprove in writing any proposed plans within thirty (30) days after the submission thereof to the ACC, then approval shall be deemed to have been given.

(e) Non-Liability. The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The ACC's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

(f) Waiver. The approval of the ACC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ACC to disapprove any similar plans and specifications subsequently submitted.

(g) Rules and Regulations. The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for review and inspection upon request. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to owners who have made application to the ACC for approval of plans.

(h) Compensation. Unless authorized by resolution of the ACC, the members of the ACC shall not receive any compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the ACC shall be paid such compensation as the ACC determines.

(i) Developer Exemption. Developer shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration.

(j) Non-Liability; Indemnification. Rules, regulations, procedures, design standards, restrictions, and guidelines set forth in this document or otherwise established by the ACC pursuant to the authority of this document are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any person or entity, including any Lot Owner. The Developer and the ACC shall not bear any responsibility for ensuring the structural or mechanical integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to any Lot Owner. Developer and the ACC, or member of any of the foregoing and each of their respective officers, directors, partners, members, predecessors, successors, assigns, parents, affiliates, subsidiaries, and the agents and employees of any

of them is not an insurer of the suitability of any Lot for construction and assumes no responsibility whatsoever for any construction undertaken on any Lot, including but not limited to any soils conditions existing on any Lot. Each Lot Owner covenants for himself and his successors, heirs, and assigns that he shall and hereby does assume all risks associated with the soil conditions existing on his Lot, including, but not limited to, the risk of property damage, personal injury, or other loss arising therefrom and releases and shall indemnify and hold harmless the Developer, and its officers, directors, partners, members, predecessors, successors, assigns, parents, affiliates, subsidiaries, and the agents and employees of any of them, from any liability, claims, or expenses, including attorneys' fees, arising from any such property damage, personal injury, or other loss.

**2.2. Governmental Permit Required.** No home, accessory or addition to a home, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefore is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the ACC to refuse to approve any such matter.

**2.3. Design Restrictions.** Unless otherwise approved or determined by the ACC, in order to promote a harmonious community development and protect the character of the Property, the following guidelines, together with any guidelines hereafter established by the ACC, are applicable to the Property:

(a) Purpose and Intent. The intent of these Architectural Guidelines is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements. The Architectural Guidelines serve as an evaluative aid to owners, builders, project developers, design professionals, Salt Lake County staff, the Salt Lake County Planning Commission, Salt Lake County Council and the ACC in the design review of individual, private and public developments within the Dreyfous Farms Subdivision. The Salt Lake County Zoning Regulations will apply for any area of design not addressed in these guidelines.

(b) Slope and Drainage Control; Irrigation. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may halt continuous drainage and/or water flow or create material soils issues. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot owners are responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property. Lot owners shall develop their Lot in such a way that water flow will not be halted or interrupted or interfere with the irrigation rights of third parties. Lot owners may enclose ditches in adequate pipelines, with the consent and approval of the persons or entities having irrigation or drainage rights in such ditches or pipelines. The Developer shall have the right to relocate the irrigation ditch from the east central border of the Property southwesterly across the Property to the southwest corner of the Property into the Salt Lake and Jordan Canal, along such course as the Developer shall determine, taking into account the optimal location of residences on Lot 1A the Dreyfous Property.

(c) Permitted and Required Structures. The only building or structure permitted to be erected, placed or permitted to be located on any Lot within the Property shall be a one or two story detached single family home which shall be placed within the building envelope for each Lot and shall not exceed the height requirements found in this Article 2. Each home must include a minimum two car (and maximum five (5) car) private, enclosed and attached garage. Accessory buildings and accoutrements, such as pools and tennis courts, shall be constructed within the Landscape Envelope shown on the officially recorded plat map for Dreyfous Farms Subdivision. All construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of Salt Lake County, Utah, in effect from time to time.

(d) Minimum Area. The total square footage of the living area within the building envelope and foundation for each single family home in Lots 1A and 2A (a) for any one-story residential home constructed on any Lot within the Property shall be not less than 3,500 square feet and not more than 10,000 square feet, inclusive of garages, porches, balconies, patios, and (b) for any two-story residential home constructed on any Lot within the Property shall be not less than 5,000 square feet and not more than 20,000 square feet, inclusive of garages, porches, balconies, and patios.

(e) Setbacks. The minimum setback standards adopted by Salt Lake County shall apply to the Lots. All measurements shall be made from the applicable Lot line to the foundation, porch or other extension of such building, whichever is nearer to such Lot line.

(f) Building Height. Maximum building height shall be thirty-five (35) feet for a two-story home and Twenty (20) feet for a one-story home. Height is measured from a base line parallel to the existing Lot grade to a parallel line intersecting the highest point of any roof element.

(g) Home Elevations. Elevations should be consistent with the intended architectural style of the home and carried around all four elevations of the structure.

(h) Facades. Facades shall be stucco, masonry, brick wood, or stone, with accents of brick, stone, wood or such other material as approved by the ACC.

(i) Roof Materials. Roof material shall be limited to slate, clay, concrete tiles, wood, or architectural asphalt. Colors shall be subdued earth tones, gray or black or such other colors as may be allowed by the ACC.

(j) Reflective Exterior Surfaces or Materials. No reflective exterior surfaces or materials shall be used. Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project.

(k) Colors. Base building colors shall be in earth tones. Pastels or high gloss finishes may not be used. Complementary accent colors, as approved by the ACC can be used on facia, window trim, shutters and doors.

(l) Prohibited Structures. Dome structures, log homes, pre-manufactured homes and re-located homes are not allowed.

(m) Temporary or Other Structures. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a home either temporarily or permanently, nor shall any such structures be erected or placed on the Property at any time. No old or second-hand structures shall be moved onto any of said Lots. It is the Developers intention that all homes and other buildings to be erected within the subdivision be new construction, of good quality, workmanship, and materials.

(n) Accessory Buildings. No storage or utility buildings are allowed without written approval of the ACC. All such structures intended for such uses must be built so as to be part of or coordinate with the home on such Lot, as approved by the ACC.

(o) Driveways and Parking. There shall be area on the driveway (excluding sidewalk areas) to park not less than two vehicles per Lot. Each driveway on a Lot shall be constructed out of cement, brick, concrete, asphalt, gravel or interlocking pavers. Sand or dirt shall not be permitted for driveway material in the front and side yard area of any Lot. The driveway in the front and side yard areas of each Lot shall be in a color which blends with the exterior of the structure located on such Lot.

(p) Sight Obstructions. No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within the (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the ACC, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the Property. The existing fence on the east end of The Dreyfous Property shall be exempt from this provision, and may be extended to the north property line of Lot 1A if desired by such Lot owner. No earthen berms shall be created without advance approval of the ACC. As part of the development of Lot 1A and Lot 2A, a fence matching the existing fence on the east boundary of the Dreyfous Property and the east boundary of Lot 1A shall be constructed between (a) the Dreyfous Property and (b) Lot 1A and Lot 2A. The cost of installing such fence shall be borne one-half by the owners of Lot 1A and Lot 2A, collectively, and one-half by the owners of the Dreyfous Property.

(q) Fencing. Fencing, walls and other barriers shall be approved in advance by the ACC as to material, color and location. No fences shall be constructed in the front setback area.

(r) Retaining Walls. Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise approved by the ACC. In the event approval is given for a retaining wall higher than five (5) feet, the retaining wall must be tiered and landscaping must be installed to hide the retaining wall.



(s) External Illumination. Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent homes and away from the vision of passing motorists. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). Outdoor lighting must be “dark sky” compliant. This means that it must be hooded, shielded and/or aimed downward so that the illumination is only pointing downward to the ground, with no escaping light permitted to contribute to sky glow by shining upward. All outdoor lighting fixtures shall be designed, installed, located and maintained such that nuisance glare onto adjacent properties or streets shall be minimized and all direct illumination is kept within the boundaries of the fixture owner’s property.

(t) External Television or Other Antennas. Except for antenna designed to receive direct satellite services, including direct-to-home satellite services, that is one meter or less in diameter or an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional televisions fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement (“*Permitted Antennas*”), antennas for radio, television, or device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the home. To the extent authorized by applicable law, the ACC may require location and screening of Permitted Antennas in order to minimize obtrusiveness as viewed from streets and adjacent property and may require that Permitted Antennas be painted or colored to blend into the surrounding structures.

(u) Location of Air Conditioning, Heating, and Soft Water Equipment. Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.

(v) Utility Meters. Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from neighboring property. Exposed piping should be painted to match exterior colors of the home. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the applicable building code.

(w) Landscaping. Landscaping shall be completed within one (1) year of the completion of the home and shall be consistent and appropriate with the landscaping of established homes on the Property.

(x) Lateral and Subjacent Support and Drainage. An Owner’s activities which affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible for damages proximately caused by such activities. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent landowners.

(y) Signs; Commercial Activity. Except for one “For Rent” or “For Sale” sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any

Lot or any portion of the Property. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its agents during the construction and sales period.

2.4. **Construction and Contractor Provisions.** Unless otherwise approved or determined by the ACC, in order to promote a harmonious community development and protect the character of the Property, the following guidelines shall be applicable to the Property:

(a) Approval of Contractors. Construction of homes on the Lots within the Property shall be done only by qualified and licensed contractors.

(b) Completion of Construction. The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within twenty-four (24) months after such commencement.

(c) Building Materials Storage. No Lot, part or portion of the Property shall be used or maintained as a storage area for building materials except during a construction phase. Once a home is occupied or made available for sale all building materials shall be removed or stored inside such home, out of public sight.

(d) Soils Test. The Lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction.

(e) Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner and/or their agents of any particular Lot in the Property must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the Lot purchaser or Owner.

(f) Maintenance of Lot During Construction. Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the streets within the Property must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. The ACC may levy up to a Five Hundred Dollar (\$500) fine against a violator of this subsection (g) and/or the owner of the Lot for each day of a continuing violation. The fine shall be a charge on the land and shall be a continuing lien on the Lot.

### ARTICLE III ENFORCEMENT

3.1. **Violation Constitutes Nuisance.** Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer or a Lot Owner or Owners. The remedies provided for hereunder shall be deemed cumulative and not exclusive.

3.2. **Enforcement.** Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer and of the Lot Owner or

Owners from time to time of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer or a Lot Owner or Owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said Lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. The ACC may levy a fine or penalty not to exceed \$100.00 per day against any owner who fails to refrain from violation of these covenants or a rule of the ACC, after three (3) days written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation. All attorney fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot owner, enforceable at law, until such payment therefor is made.

3.3. **Remedies.** The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by the Developer or a Lot Owner or Owners, and each of their legal representative, heirs, successors and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter. To enforce payment of an assessment, lien, interest, and late fees, the ACC may: (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment; and/or (b) foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law.

3.4. **Power of Sale.** A power of sale is hereby conferred upon the ACC that it may exercise in the event a lien imposed under this Declaration is not satisfied. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said ACC were beneficiary under a deed of trust. Before exercising the power of sale, the ACC shall give notice as required by UCA § 57-8a-303. The ACC may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure. The Declarant hereby conveys and warrants pursuant to UCA § 57-1-20 and § 57-8a-302 to Paul M. Durham, Trustee, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessment liens under the terms of this Declaration.

#### ARTICLE IV AMENDMENT

4.1. **Amendment by Developer.** Except as set forth hereafter, Developer may amend this Declaration for any purpose with the written consent of Benjamin P. Romney. However, Developer may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) to correct any scrivener's error. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

4.2. **Amendment by Owners.** Upon completion of the Development Phase (i.e., the completion of the construction of the two homes on the Property), the covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than the Owners of fifty-one percent (51%) of all of the square footage of the Property, provided that all signatures must be notarized and obtained within a 180 day period, and provided further that within the first twenty (20) years after the date hereof, any amendment to Sections 1.1, 1.2 and 1.4 above shall also be subject to obtaining the written consent of fifty-one percent (51%) of the owners of the Dreyfous Property. Written notice of any such proposed amendment shall be sent to every Owner of any Lot, part or portion of the Property at least 30 days in advance.

4.3. **Amendment by Owners During Development Phase.** No amendment made by the Lot Owners during the Development Phase shall be effective unless the Developer provides its prior express written consent to such amendment, which consent is within Developer's sole and absolute discretion. Developer's consent, to be effective, must be provided on the amendment and recorded in the Office of the Salt Lake County Recorder.

ARTICLE V  
GENERAL PROVISIONS

5.1. **Duration of Covenants.** The covenants, conditions, and restrictions contained herein shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the ACC, the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument.

5.2. **Notices.** Any notice required under the provisions of this document to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner.

5.3. **Construction and Severability.** All of the covenants, conditions, and restrictions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability any of the remaining restrictions, covenants or conditions, or parts thereof.

5.4. **Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

5.5. **Waivers.** No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

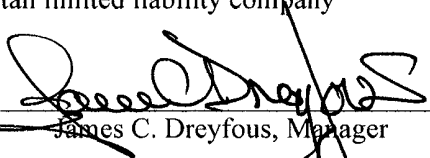
5.6. **Topical Headings.** The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of these covenants.

\* \* \*

26 IN WITNESS WHEREOF, the undersigned has hereunto executed this document this day of May, 2015.

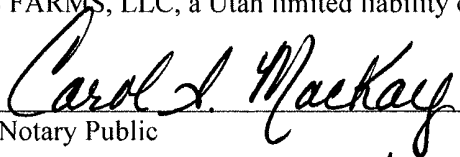
**DEVELOPER:**

DREYFOUS FARMS, LLC  
a Utah limited liability company

By:   
James C. Dreyfous, Manager

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

The foregoing instrument was acknowledged before me this 26 day of May, 2015, by James C. Dreyfous, the Manager of DREYFOUS FARMS, LLC, a Utah limited liability company, on behalf of the company.

  
Notary Public



My Commission expires: 9/19/2015

**EXHIBIT A**  
**Legal Description**  
**Subdivision Property**

THE FOLLOWING PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH,  
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
SUBDIVISION

BEGINNING AT A FENCE LINE INTERSECTION, SAID FENCE LINE RUNS WESTERLY AND SOUTHERLY, SAID POINT BEING NORTH 89°50'19" WEST ALONG THE SECTION LINE 1.02 FEET AND SOUTH 00°12'50" WEST 0.46 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 00°12'50" WEST ALONG SAID FENCE LINE 335.22 FEET; THENCE NORTH 78°52'16" WEST 579.54 FEET; THENCE SOUTH 89°16'16" WEST 93.28 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE NORTHERLY ALONG SAID FENCE LINE THE FOLLOWING FOUR COURSES: 1) NORTH 01°12'46" WEST 0.67 FEET 2) NORTH 00°57'20" WEST 75.66 FEET, 3) NORTH 01°17'39" WEST 62.42 FEET, 4) NORTH 00°20'13" WEST 93.49 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 20 COTTONWOOD GLADE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°59'06" EAST ALONG SAID SOUTHERLY LINE 118.32 FEET TO THE SOUTHEAST CORNER OF LOT 20 OF SAID COTTONWOOD GLEN SUBDIVISION THENCE SOUTH 00°00'53" EAST ALONG THE EXTENSION OF THE EASTERLY LINE OF SAID LOT 20 A DISTANCE OF 3.77 FEET TO SAID EXISTING FENCE LINE THAT RAN WESTERLY FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING TWO COURSES: 1) SOUTH 89°51'54" EAST 249.53 FEET, 2) SOUTH 89°21'30" EAST 298.58 FEET TO THE POINT OF BEGINNING.  
CONTAINS: 182,653 SQ. FT. OR 4.193 ACRES

LOT 1A

BEGINNING AT A FENCE LINE INTERSECTION, SAID FENCE LINE RUNS WESTERLY AND SOUTHERLY, SAID POINT BEING NORTH 89°50'19" WEST ALONG THE SECTION LINE 1.02 FEET AND SOUTH 00°12'50" WEST 0.46 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 00°12'50" WEST ALONG SAID FENCE LINE 335.22 FEET; THENCE NORTH 78°52'16" WEST 308.52 FEET; THENCE NORTH 0°12'50" EAST 279.02 FEET TO SAID EXISTING FENCE LINE THAT RAN WESTERLY FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING TWO COURSES: 1) SOUTH 89°51'54" EAST 4.37 FEET, 2) SOUTH 89°21'30" EAST 298.58 FEET TO THE POINT OF BEGINNING.  
CONTAINS 93,044 SQ. FT. OR 2.136 ACRES

LOT 2A

BEGINNING AT A POINT ON AN EXISTING FENCE LINE, SAID POINT BEING NORTH 89°50'19" WEST ALONG THE SECTION LINE 1.02 FEET AND SOUTH 00°12'50" WEST 0.46 FEET TO SAID FENCE LINE AND WESTERLY ALONG SAID FENCE LINE THE FOLLOWING TWO COURSES: 1) NORTH 89°21'30" WEST 298.58 FEET, 2) NORTH 89°51'54" WEST 4.37 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 2 SOUTH,

RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0°12'50" WEST 279.02 FEET; THENCE NORTH 78°52'16" WEST 271.02 FEET; THENCE SOUTH 89°16'16" WEST 93.28 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE NORTHERLY ALONG SAID FENCE LINE THE FOLLOWING FOUR COURSES: 1) NORTH 01°12'46" WEST 0.67 FEET 2) NORTH 00°57'20" WEST 75.66 FEET, 3) NORTH 01°17'39" WEST 62.42 FEET, 4) NORTH 00°20'13" WEST 93.49 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 20 COTTONWOOD GLADE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°59'06" EAST ALONG SAID SOUTHERLY LINE 118.32 FEET TO THE SOUTHEAST CORNER OF LOT 20 OF SAID COTTONWOOD GLEN SUBDIVISION THENCE SOUTH 00°00'53" EAST ALONG THE EXTENSION OF THE EASTERLY LINE OF SAID LOT 20 A DISTANCE OF 3.77 FEET TO SAID EXISTING FENCE LINE THAT RAN WESTERLY FROM THE POINT OF BEGINNING; THENCE SOUTH 89°51'54" EAST ALONG SAID FENCE LINE 245.16 FEET TO THE POINT OF BEGINNING.  
CONTAINS: 89,609 SQ. FT. OR 2.057 ACRES

**EXHIBIT B**  
**Legal Description**  
**Dreyfous Property**

THE FOLLOWING PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH,  
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXISTING DREYFOUS PARCELS (LESS PROPOSED SUBDIVISION)

BEGINNING AT A POINT ALONG AN EXISTING FENCE LINE, SAID POINT BEING NORTH 89°50'19" WEST ALONG THE SECTION LINE 1.02 FEET TO A POINT ON SAID FENCE LINE EXTENSION AND SOUTH 00°12'50" WEST ALONG SAID FENCE LINE AND LINE EXTENDED 339.68 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTHERLY ALONG SAID FENCE LINE THE FOLLOWING EIGHT COURSES: 1) SOUTH 00°12'50" WEST 199.55 FEET, 2) SOUTH 87°15'02" WEST 1.78 FEET, 3) SOUTH 00°50'15" WEST 130.19 FEET, 4) SOUTH 85°53'14" EAST 3.71 FEET, 5) SOUTH 00°57'00" WEST 72.08 FEET, 6) SOUTH 00°24'27" EAST 72.47 FEET, 7) SOUTH 21°35'51" WEST 8.09 FEET, 8) SOUTH 00°36'56" WEST 121.22 FEET; THENCE NORTH 89°56'42" EAST 6.69 FEET TO THE SECTION LINE; THENCE SOUTH 00°04'42" WEST ALONG THE SECTION LINE 116.06 FEET; THENCE NORTH 76°49'00" WEST 326.91 FEET; THENCE NORTH 76°10'00" WEST 286.16 FEET; THENCE NORTH 05°48'00" EAST 105.60 FEET; THENCE NORTH 73°40'00" WEST 84.45 FEET TO THE SOUTHEASTERLY CORNER OF SHANGRILA SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°00'45" WEST ALONG THE EASTERLY LINE OF SAID SUBDIVISION 312.29 FEET; THENCE SOUTH 72°47'21" EAST 9.60 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE NORTH 01°01'01" WEST 50.67 FEET TO THE WEST SIDE OF AN EXISTING SHED; THENCE NORTH 01°16'38" WEST ALONG SAID WEST SIDE OF SHED 119.52 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE NORTHWESTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING TWO COURSES: 1) NORTH 01°12'46" WEST 82.72 FEET; THENCE NORTH 89°16'16" EAST 91.87 FEET; THENCE SOUTH 01°11'39" EAST 3.25 FEET; THENCE SOUTH 76°22'28" EAST 284.19 FEET; THENCE NORTH 00°12'50" WEST 25.54 FEET; THENCE SOUTH 76°22'28" WEST 302.19 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING

PARCEL A

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2A, DREYFOUS FARMS SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND RUNNING THENCE ALONG SAID LOT 2A THE FOLLOWING TWO COURSES: 1) NORTH 76°22'28" WEST 282.74 FEET, 2) NORTH 1°11'39" WEST 3.61 FEET; THENCE SOUTH 78°52'16" EAST 280.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2A; THENCE SOUTH 0°12'50" WEST ALONG SAID EASTERLY LINE 16.13 FEET TO THE POINT OF BEGINNING  
CONTAINS 2,712 SQ. FT. OR 0.062 ACRES



ALSO INCLUDING

PARCEL B

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1A, DREYFOUS FARMS SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND RUNNING THENCE NORTH 76°22'28" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1A A DISTANCE OF 90.17 FEET; THENCE SOUTH 78°52'16" EAST 89.32 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1A; THENCE SOUTH 0°12'50" WEST ALONG SAID EASTERLY LINE 4.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 175 SQ. FT. OR 0.004 ACRES

LESS AND EXCEPTING (AS SURVEYED PARCEL 22-15-329-017)

BEGINNING AT A POINT SOUTH 00°04'42" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 734.28 FEET AND WEST 188.92 FEET FROM THE CENTER OF SECTION OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 00°08'00" EAST 155.20 FEET TO A POINT ON THE EXTENSION OF AN EXISTING FENCE LINE; THENCE ALONG SAID EXTENSION AND SAID EXISTING FENCE LINE THE FOLLOWING TWO (2) COURSES: NORTH 61°33'16" WEST 186.39 FEET AND NORTH 59°54'50" WEST 67.77 FEET; THENCE SOUTH 21°08'33" WEST 60.95 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING DITCH; THENCE ALONG SAID CENTERLINE OF DITCH THE FOLLOWING EIGHT (8) COURSES: SOUTH 03°31'13" EAST 23.36 FEET; SOUTH 08°42'31" WEST 24.33 FEET; SOUTH 04°01'32" EAST 24.99 FEET; SOUTH 12°39'13" EAST 40.84 FEET; SOUTH 05°35'43" EAST 26.99 FEET; SOUTH 17°09'30" EAST 55.30 FEET; SOUTH 52°17'10" EAST 14.63 FEET; AND SOUTH 63°32'18" EAST 44.78 FEET; THENCE LEAVING SAID CENTERLINE OF DITCH SOUTH 89°52'00" EAST 165.10 FEET TO THE POINT OF BEGINNING.

CONTAINS: 50,530 SQ. FT. OR 1.160 ACRES

LESS AND EXCEPTING (AS SURVEYED PARCEL 22-15-329-015)

BEGINNING AT A POINT ON AN EXISTING FENCE LINE, SAID POINT BEING SOUTH 00°04'42" WEST 1005.54 FEET AND WEST 228.64 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO COURSES: 1) NORTH 76°49'00" WEST 92.15 FEET, 2) NORTH 76°10'00" WEST 141.38 FEET; THENCE NORTH 24°06'27" EAST 221.87 FEET; THENCE SOUTH 59°30'09" EAST 52.07 FEET; THENCE SOUTH 62°31'23" EAST 46.08 FEET; THENCE SOUTH 35°17'53" EAST 84.06 FEET; THENCE SOUTH 80°23'16" EAST 26.46 FEET; THENCE SOUTH 65°48'00" EAST 72.27 FEET; THENCE SOUTH 40°03'10" WEST 139.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 43,311 SQ. FT. OR 0.994 FEET

NET PARCEL CONTAINS: 364,443 SQ. FT. OR 8.366 ACRES

**EXHIBIT C**  
**Legal Description**  
**Access Easement Property**

THE FOLLOWING PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH,  
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACCESS EASEMENT

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 20, COTTONWOOD GLEN SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 89°59'06" WEST ALONG THE SOUTH LINE OF SAID LOT 20 A DISTANCE OF 50.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 20, AND RUNNING THENCE SOUTH 00°00'53" EAST 32.64 FEET; THENCE NORTH 89°51'54" WEST 46.39 FEET; THENCE SOUTH 00°00'45" EAST 123.22 FEET; THENCE SOUTH 00°57'20" EAST 76.24 FEET; THENCE SOUTH 89°16'16" WEST 20.00 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE NORTHERLY ALONG SAID FENCE LINE THE FOLLOWING TWO COURSES: 1) NORTH 01°12'46" WEST 0.67 FEET, 2) NORTH 00°57'20" WEST 75.65 FEET; THENCE SOUTH 66°20'10" WEST 2.89 FEET TO THE EAST LINE OF SHRANGRILA SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°00'45" WEST ALONG SAID EAST LINE 157.05 FEET TO THE SAID SOUTH LINE OF LOT 20; THENCE NORTH 89°59'06" EAST 69.04 FEET TO THE POINT OF BEGINNING.