

- POOR COPY -
CO. RECORDER

When recorded mail to:
Palomino Point Subdivision
Land Marketing Inc.
6150 S. Redwood Road, Suite 150
Taylorsville, UT 84123

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12/11/2015 08:55 AM \$36.00
Book - 10386 Pg - 7504-7513
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LAND MARKETING INC
6150 S REDWOOD RD STE 150
TAYLORSVILLE UT 84123
BY: KRA, DEPUTY - WI 10 P.

DECLARATION OF RESTRICTIVE COVENANTS FOR PALOMINO POINT

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in Draper, Salt Lake County, State of Utah, to-wit:

All Lots 101 to 102, Palomino Point Phase 1 and Lots 201 to 205, Palomino Point Phase 2, and any future lots and phases added via supplement to this Declaration in accordance with Part E; according to the plat thereof, as recorded in the office of the County Recorder of Salt Lake County.

Do hereby establish the nature of the use and enjoyment of said lots in said subdivision and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS:

1. Land Use and Building Type. No lot shall be used except for residential purposes, unless otherwise indicated on the plat map, as recorded with the Salt Lake County Recorder's Office. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories and no garages shall be less than a three-car garage.
2. Architectural Control. No building, outbuilding, additions or any exterior modifications shall be erected, placed, nor altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee ("ACC") as to quality of workmanship and materials, color and harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. Dwelling Quality and Size. All single family detached dwellings shall have a minimum of a 2,000 square feet of finished floor space excluding the garage and the basement, basement meaning below grade. A minimum of two (2) of the following architectural elements will be required: stucco, hardie board, stone and brick. A minimum of 25% of the front elevation must be brick or stone. Vinyl siding, of any kind, shall not be permitted.

4. City and Other Approval. Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity. By approving plans, the Architectural Control Committee assumes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration of Restrictive Covenants.

5. Building Location.

(a) Building location must conform to the requirements of Draper City.

(b) Detached Accessory Buildings. A detached accessory building may be permitted, subject to all Draper City regulations and all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall compliment in design and composition the dwelling placed in the Lot and in no event shall such accessory building be permitted with a height greater than the dwelling itself. All Detached Accessory Buildings shall be approved, in advance, in writing, by the ACC. No modular sheds or buildings constructed off-site are to be permitted unless pre-approved in advance in writing by the ACC.

(c) Temporary Structures. No structure of a temporary character, such as, trailers, basement tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Modular homes are not permitted to be placed upon a building lot for permanent use.

(d) For the purpose of this covenant eaves and steps 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. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the subdivision. 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 easements. 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.

7. Landscaping.

A. Front Landscaping is required to be installed within six (6) months of the initial Certificate of Occupancy, weather permitting. The landscaping will include a minimum of a sprinkler system; front lawn; park strip trees and 5-one gallon shrubs. At least 50% of the front lawn shall be in grass excluding the driveway. The remaining 50% can be grass or flowerbeds. Corner lots shall have finished landscaping following the, afore mentioned guidelines on both street sides of the lot to the property line. Park strips must be landscaped and maintained by the homeowner. Each owner of a Lot must plant in the parkstrip, every thirty (30) feet on center (excluding driveway approaches), a Red or Autumn Blaze Maple tree, with a minimum two (2) inch caliper base.

B. All other landscaping shall be installed within twelve (12) month of the initial Certificate of Occupancy, regardless of weather.

- C. Vacant Lots, Lots Under Construction & Lots with Certificates of Occupancy but not yet Landscaped – all grass and weeds must be maintained at a height of no greater than six (6) inches.
8. Fencing. Fencing is not allowed in the front yard. Absolutely no wood fencing is allowed. Vinyl fencing shall be white or tan in color. All other non-wood materials shall be approved in advance, in writing, by the ACC.
 9. Satellite Dishes. Satellite dishes shall be installed in the back half of the home and screened from view.
 10. Solar Panels. Solar panel requests must be approved in advance, in writing, by the ACC. ~~Solar panels shall never be permitted on the front elevation of any home.~~
 11. Snow Removal. Homeowners shall be responsible for all snow removal from all sidewalks in front of or adjacent to their Lot.
 12. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles, which are unsightly in the opinion of the ACC, will be permitted unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used. Long-term parking of any vehicle, motorized or not, such as but not limited to, trailers, recreational vehicles, motor homes, boats, & ATV's, shall not be within the front yard setbacks. Inoperable vehicles under repair or being restored must be inside the home's enclosed garage or a conforming detached structure.
 13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other 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 materials or other objects are to be stored on any lot in view of the general public. Garbage, recycling, waste or containers of any kind shall be kept behind a fenced area or within a garage.
 14. Livestock and Poultry. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or food production and are restricted to pet owner's premises or on leash under handler's control. Poultry shall be permitted per city ordinances.
 15. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
 16. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the

direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. 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. All Owners and Contractors shall be responsible to provide a final grade for the Lot that will contain that Lot's storm water and all water generated from within the Lot (regardless of the water source). No water of any kind (unless incorporated into the Subdivisions final plat and integrated design plans previously recorded with the Salt Lake County Recorder) shall be permitted to run into another Lot without the express written permission from the affected Lot Owner(s).

17. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of Draper City, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.
18. Construction and Insurance Requirements. All contractors and Owners shall hold Land Marketing, Inc. harmless from any general liability, automobile liability and workman's compensation from any activity occurring in Palomino Point.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the Architectural Control Committee ("ACC" and/or "Committee") may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to select a successor. Fees may be charged for submissions and review by the committee. The Architectural Control Committee is composed of:

Ryan Button
Kirk Young
Doug Young

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specification, and site plan to the Committee before the review process can commence.

PART D. ASSOCIATION, ASSESSMENTS & EXPENSES

1. Period of Declarant Control. The Period of Declarant Control is the period of time from when this document is recorded and shall end upon the first of the following to occur:
 - a. ~~All the platted or planned Lots have been conveyed to individuals or entities other than the Declarant or a Builder.~~
 - b. The Declarant voluntarily relinquishes control to the homeowners.
2. Association. The association of owners shall be the Palomino Point Homeowners Association, when acting as a group in accordance with this document, the Bylaws (Exhibit B), the Articles of Incorporation, and all other governing documents.

3. Assessments. All common expenses shall be divided uniformly between all Lots. Common expenses shall include, but not be limited to, administration (such as insurance and management), repairs and maintenance of common areas (such as storm drains and sidewalks), utilities and reserve savings. Assessments shall be assessed in advance for ~~anticipated operating and reserve expenses (reserves shall be the saving of funds in advance for future capital repairs and replacement).~~ Assessments shall be due within 30 days of the billing date.
4. Neighborhood Assessments. John Wayne Lane is a private street. The maintenance, repair, snow removal and upkeep of this street, and any future private streets, is the responsibility of the Lots with access to the private street. These costs shall be known as Neighborhood Assessments, meaning they are not applicable to the entire community but for maintenance ~~items that only affect and benefit a distinct group of owners.~~ Neighborhood Assessments shall be assessed in advance for anticipated operating and reserve expenses (reserves shall be the saving of funds in advance for future capital repairs and replacement). Neighborhood Assessments shall be due within 30 days of the billing date.
5. Insurance. The Association shall acquire insurance as is customary and legally required in similar developments, including but not limited to, Commercial General Liability and Director & Officers.
6. Reinvestment Fee. Per Utah Statute, the Association shall charge a Reinvestment Fee each ~~time a home changes ownership, including the initial sale from Declarant/Builder to the first owner.~~ The Reinvestment Fee is in addition to Assessments and shall not be a prepayment of Assessments. The Reinvestment Fee shall be \$500.
7. Management Company. The neighborhood shall use the services of a third-party management ~~company to bill, collect and schedule maintenance. In no event shall third-party management fees exceed 25% of the assessment amount.~~
8. Unpaid Assessments. There shall be a lien upon the applicable Lot for all unpaid Assessments, together with late fees (up to \$25/month on any non-zero balance), interest (up to 18% APR on any non-zero balance) and costs (Late Notices – up to \$25; Intent to Lien Notice – up to \$100; Liens – up to \$250; and attorney fees) charged to collect unpaid Assessments.
9. Notice of Lien. The written notice of lien shall set forth the amount of the Assessment, the date(s) due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot.

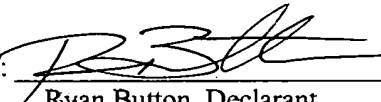
PART E. ANNEXATION

1. Term. The Declarant may, at the Declarant's sole election, annex additional and into Palomino Point by filing a supplement to this Declaration in the Office of the County Recorder.

PART F. GENERAL PROVISIONS

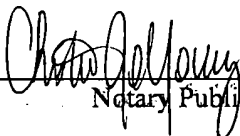
1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owner of the lots ~~has been recorded, agreeing to change said covenants in whole or in part.~~
2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by sixty-seven (67) percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. During the Period of Declarant Control, Declarant must approve all amendments in writing.
5. Declarant's Right to Amend Unilaterally Prior to Termination of Declarant's Right to Control. Prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend this Declaration for any purpose.

Land Marketing, Inc.

By: 
Ryan Button, Declarant

State of Utah)
County of Salt Lake)

On the 10th day of December, 2015 personally appeared before me Christie Young, who being by me duly sworn, did say that he is a vice president of Land Marketing, Inc., a corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by a resolution of its board of directors) and said Land Marketing, Inc. acknowledged to me that said corporation executed the same.


Notary Public

Residing at: 53 W. Settlement Midvale, UT 84047
My Commission Expires: 04/08/19



EXHIBIT A
Palomino Point Phase 1 and 2
Legal Descriptions

Palomino Point – Phase 1 and 2

Beginning at a point being South 00°05'37" West 2,637.92 feet along the section line and North 89°49'19" West 455.05 feet from the North Quarter Corner of Section 31, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 00°11'10" West 110.00 feet;
thence South 89°48'50" East 61.55 feet;
thence South 00°06'09" West 163.34 feet;
thence North 89°18'32" West 159.24 feet;
thence South 06°54'55" East 129.62 feet;
thence South 86°43'15" West 78.10 feet;
thence North 29°00'00" West 58.42 feet;
thence Northerly 39.84 feet along the arc of a 55.00 foot radius curve to the left (center bears North 77°11'49" West and the chord bears North 07°56'57" West 38.98 feet with a central angle of 41°30'16");
thence North 29°00'00" West 202.46 feet;
thence Northwesterly 45.05 feet along the arc of a 70.00 foot radius curve to the left (center bears South 61°00'00" West and the chord bears North 47°26'06" West 44.27 feet with a central angle of 36°52'12");
thence North 29°00'00" West 124.97 feet;
thence South 89°48'50" East 385.75 feet to the point of beginning.

Contains 104,873 Square Feet or 2.408 Acres

EXHIBIT B
BYLAWS OF
PALOMINO POINT HOMEOWNERS ASSOCIATION, INC.

A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Nonprofit Corporation Act, Board of Trustees of the Palomino Point Homeowners Association, Inc. hereby adopts the following Bylaws of the Palomino Point Homeowners Association, Inc.:

ARTICLE I

Name and Principal Office

1.1 Name. The name of the corporation is Palomino Point Homeowners Association, Inc. (the "Association").

1.2 Offices. The initial office of the Association will be at 12159 Business Park Drive, Suite 100, Draper, UT 84020.

ARTICLE II

Members and Meetings

2.1 Annual Meetings. The annual meeting of the members of the Association shall be held each year, beginning in the year following the end of Declarant Control. The purpose of the annual meeting is the election of officers and Trustees, and to consider such other business that comes before the meeting.

2.2 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 10 days prior to the meeting.

2.3 Quorum. At any meeting of the Members, the presence of members, in person or by proxy, shall constitute a quorum for the transaction of business.

2.4 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.5 Informal Action. Any act, which is required to be taken or approved at a meeting, may be taken or approved without a formal meeting if a majority of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III

Board of Trustees

3.1 General Powers. ~~The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, or by these Bylaws, provided however that those powers which are specifically reserved to the Members by law or by the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or others such of its powers are appropriately delegated.~~

3.2 Number and Tenure. The initial Board of Trustees is three (3) members. Trustees shall hold office for a term of three (3) years (no two Trustees terms shall expire in the same year), or until the appointment or election of their successors. Trustees may be elected to serve any number of consecutive terms. ~~The Board may be appointed by the Declarant until the end of Declarant Control.~~

3.3 Managing Member. During the Period of Declarant Control, The Declarant hereby reserves to itself and is hereby granted the unilateral right to appoint an individual (the "Managing Member") to act as the attorney-in-fact for the Board and in its name, place, and stead, and on its behalf, and for its use and benefit. This reservation and grant is to be construed and interpreted as a general power of attorney.

3.4 Assessment. The Trustees shall prepare an annual budget for presentation to the Members.

3.5 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending board meetings, may be reimbursed by the Association.

3.6 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board. Any such Trustee is to fill the balance of the vacant terms, which he or she has filled, and will stand for election at the expiration of that term.

3.7 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in a writing signed by a majority of the Board, and further provided that all of the Trustees must have been given an opportunity to approve or reject the action. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

ARTICLE IV

Officers

4.1 Number. The officers of the Association shall consist of at least a President, Vice President, and a Secretary/Treasurer. The Members may establish such other officers as they deem appropriate.

ARTICLE V

Indemnification

5.1 Indemnification Against Third-Party Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually, which arise from the exercise of their obligations and duties as officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a government agency. The indemnification shall extend to the payment of reasonable attorney's fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.2 Indemnification Against Member Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorney's fees incurred in the defense of such action, including fees for independent counsel, and payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

ARTICLE VI

Amendment

6.1 Amendment. These Bylaws may be amended by the Members of the Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.