

When Recorded Mail to:
Kehl Homes
6183 Prairie View Drive
Taylorsville, UT 84129

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE RANGE SUBDIVISION**

THIS DECLARATION of COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OR GRANT OF EASEMENTS (hereinafter referred to as the "Declaration"), is made and executed as of this 6th day of April 2016 by R & D Properties LC hereinafter referred to as "Declarant," in contemplation of the following facts and circumstances:

WHEREAS, the undersigned being the owners of the following described real property located in the Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 1 through 23 of The Range subdivision, according to the official plat as filed with the Salt Lake County Recorder in Salt Lake County, Utah.

Whereas, Declarant intends that each and every lot, together with the common easements, shall hereafter be subject to the conditions herein declared. Each Owner, by acceptance of a deed to a Lot, is deemed to have read and agrees to be bound by the terms and conditions of this Declaration.

SECTION 1: ARCHITECTURAL CONTROL

1.1 Architectural Committee: The Architectural Control Committee shall be composed of Roger Kehl and Tim Kehl. The committee may designate a representative to act for it. In the event of resignation of any member of the committee, the remaining member of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative, shall be entitled to any compensation for services performed to this covenant.

(i) **Purpose:** In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve harmonious design for the community, to establish procedures for the enforcement of the terms and conditions of this Declaration, to protect and promote the value of the Subdivision. Exterior design of all improvements constructed within the Subdivision, landscaping and changes or alterations to existing use shall be subject to the prior review and approval of the Committee.

1.2 Buildings and Landscaping: No grading excavation, building, fence, wall, residence or other structure, or alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and

specifications thereof, showing the location of all improvements, has been approved in writing by the Architectural Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with topography and finish grade elevation. The Committee, at its sole option, may also require the Owner to submit a topographical plan and/or a detailed landscaping plan for review and approval. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior design or color scheme, and all changes in the grade of any Lot shall be subject to the prior written approval of the Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from the City of Herriman. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, approval shall be deemed accepted.

- (i) Building Location: All setbacks, side yards, and rear yards shall be in conformance with Herriman City Ordinance in effect at the time of construction of any building on any Lot. All drive approaches are the responsibility of the Builder/Buyer to construct.

1.3 Construction Quality, Size, and Height: The Committee will base its approval of construction plans, specifications, landscaping plans and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color etc.

1.4 Materials Quality and Quantity: All structures within the Subdivision shall be of new materials and shall be of good quality workmanship and materials. No Dwelling shall be built with less than 100% of all the faces of the structure being constructed of brick, stone, composite siding, or stucco. Forty percent (40%) of any elevation that fronts a city street must be brick, stone, or a combination thereof. No vinyl siding on any exterior surface of the dwelling shall be used. Wood exteriors are not permitted. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth toned colors, shall be permitted. All roof materials and colors must be approved by the Committee, only 30 year architectural shingles or better shall be approved, no 3-tab shingles shall be allowed. The typical roof pitch on all rambles shall be at least 6/12. The majority of the roof pitch on 2 stories shall be at least 6/12 pitch with exceptions given where the pitch of the main floor roof would encroach on the upper level windows. The Committee may, but is not required to, grant a variance of the pitch only upon written request. A minimum width of six (6) inches shall be required on the fascia. The Committee may, but is not required to, grant a variance on the width of the fascia only upon written request. All stacks and chimneys from fireplaces in which combustible materials, other than natural

gas, are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

1.5 Minimum Size and Length of Dwelling: No dwelling shall be permitted on any Lot wherein the stacking is more than two (2) stories in height above the highest point of the foundation. The square footage of the main structure, exclusive of garages and open porches, shall meet the following area measurements:

- (i) A Single Story dwelling (Rambler), shall not have less than 1,500 finished square feet on main level with full basements.
- (ii) A Two Story dwelling, shall have the aggregate footage of the upper two (2) floors of the structure totaling a minimum of 1,800 finished square feet.

1.6 Home Variation In order to provide an aesthetically pleasing neighborhood, no home with the same front elevation shall be constructed nearer than 3 lots of the identical home on the same side of the street. In addition, no homes will be permitted to have the same front elevation directly across the street from each other.

1.7 Attached Garages Each dwelling shall have an attached garage with the minimum capacity for two 2 vehicles. Any Rambler that has a square footage of under 1800 square feet on the main level shall be required to have a garage with a minimum capacity for three 3 vehicles. Any two story where the aggregate square footage of the upper 2 floors is under 2100 square feet shall also be required to have a minimum capacity for 3 vehicles.

1.8 Fences: All fences must meet Herriman City codes. No side boundary walls and/or fence shall be constructed with a height of more than six (6) feet. In the event that a fence higher than six feet may be necessary due to changes in grade etc., approval may be given by the architectural committee for a higher fence subject to Herriman City first approving the height of the proposed fence. No wall and/or fence of any height shall be constructed on any Lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Architectural Control Committee. Any questions as to height shall be completely determined by the Committee. Walls and/or fences shall be constructed as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee. All fence material shall be vinyl or approved alternate installed by a licensed contractor. Chain link is not allowed.

SECTION 2: MAINTENANCE

2.1 Purpose of Maintenance Charge: In order to create, maintain, and improve the subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the

Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration, to be subject to the assessment of Maintenance Charges to be levied by the Committee as hereinafter provided.

2.2 Maintenance of Park Strip: Each owner shall be responsible to landscape and maintain the Park Strip, front, side, or back, which borders on each Owner's Lot. This maintenance will include, without limitation, the installation of landscaping; mowing, and watering of the designated park strips; removal of weeds, clearing of debris, and other general care; removal of snow from the sidewalk, but not the removal of snow from the planted area of the Park Strip. In the event that any Owner shall fail to landscape or maintain the Park Strip, whether such failure is caused through the failure to act or the willful or negligent act of any Owner, the Owner's family, guests or invitees, or otherwise, then, subject to the provisions to be performed and the cost of such maintenance or repairs, shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by the Maintenance Charge Lien as set forth herein.

2.3 Improper Maintenance of Lot: Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any improvements have been constructed thereon by said Owner. In the event that: (a) any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Subdivision which are substantially affected thereby or related thereto; or (b) any portion of a Lot is being used in a manner which violates this Declaration; or (c) any Owner fails to maintain acceptable vegetation on any slope greater than 30% on said Owner's Lot; or (d) any Owner fails to perform any of its obligations under this Declaration or the architectural guidelines and standards of this Committee; then, the Committee shall have the right to cause such landscaping and maintenance to be performed and the cost of such maintenance or repairs shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by a Maintenance Charge Lien against the Owner's property.

SECTION 3: RESIDENTIAL AREA COVENANTS

3.1 Use of Lots: No building with the intent to occupy shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height above the highest point of the foundation. Off-street parking must be provided for an equivalent number of vehicles to the number of vehicles garaged and parking aprons as approved or required by the Committee. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. All Lots shall be used, improved and devoted exclusively for such single family residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such property and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of

such usage without review and approval by the Committee and the appropriate officials of the City of Herriman.

3.2 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 the City of Herriman which may apply including without limiting the generality of the foregoing, all zoning and land use ordinances.

3.3 Easements: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in easements.

3.4 Nuisances: No articles, material, equipment, or motor vehicles of any nature shall be parked or stored on any street located within the Subdivision. Properly licensed, in running condition, and regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the streets of the Subdivision for brief periods of time (i.e. less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored on driveways, unless behind the front line of the house. Such vehicles that are properly licensed and in running condition may be stored on side Lots if properly screened from view.

3.5 Temporary Occupancy and Temporary Buildings: No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent.

3.6 Detached Structures: It is understood that out buildings such as storage sheds, swimming pool, and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and are approved by the Committee and permitted by Herriman City Ordinance. Out buildings may be denied by the Committee if in the view of the Committee, such out buildings have a material adverse impact on adjoining Lots or the subdivision as a whole. All pools must be fenced in strict compliance with local ordinances.

3.7 Exterior Antennas, Lights and Power Lines: Exterior antennas are prohibited. Exposed metal flues, vents, ventilator or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding landscaping and related improvements. TV dishes will be allowed provided they are placed or screened so they are not visible to neighboring properties and streets. The location of TV dishes must be approved by the Committee. Exterior lighting that is detached from a residence will not be allowed unless approved by the Committee. It is

anticipated that variances for exterior lights, detached from a residence, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground.

3.8 Garbage and Refuse Disposal: All trash containers shall be covered and kept screened from view of the street in suitable enclosed areas, except during collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves, or trash within the subdivision is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such materials shall not be kept except in covered containers. No unsightly material or objects are to be stored on any Lot in view of the general public. Normal construction activities and trash in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber and other building materials will be piled only in such areas as may be approved by the Committee. Until a building permit is obtained and construction begins, no objects of any kind shall be stored or kept on any Lot; nor shall any vegetation, except trees be allowed to exceed one foot in height.

3.9 Construction: During construction, no materials or other items shall be placed outside of the Lot line. All litter and garbage shall be hauled off or contained at the end of each day. Any mud or debris tracked on the street shall be cleaned off by the end of the working day. In the event that reasonable care (as deemed by the Architectural Committee) is not taken to contain construction debris and keep the street clean, the Architectural Committee shall notify Builder/Buyer. Builder/Buyer shall have 24 hours to remedy any issues presented by the Architectural Committee relating to Section 10. In the event that action by the Builder/Buyer is not taken to resolve these issues, a fine of \$150 per day shall be imposed upon Builder/Buyer until necessary corrections are made. No heavy trucks or equipment shall cross the City curb or walk unless adequately bridged. Any broken curb or walk shall be replaced by the Lot owner.

3.10 Signs: No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Lot without the express written consent of the Committee; provided however that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale. During construction of the residence, builder or Owner of any lot may display a sign up to sixteen (16) square feet, provided that the design and construction of said sign complies with the sign design and construction criteria issued by the Architectural Committee. The Committee may cause all unauthorized signs to be removed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the Lots.

3.11 Repair of Improvements: No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

3.12 Restriction on Further Subdivision, Property Restrictions and Rezoning: No Lot shall be further subdivided or separated into smaller Lots by any Owner, and portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written consent of the Committee, which approval must be evidenced on the plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee and any covenants, conditions, restriction or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

3.13 Landscaping: All Landscaping must comply with Herriman City Ordinances. All front yards, including any area in front of the dwelling, and side yard to the back line of the dwelling, including park strips must be landscaped prior to occupancy. If weather (at the discretion of Herriman City) does not permit for landscaping to be installed prior to occupancy, Herriman City will require a cash bond to be posted in order to receive occupancy approval. Rear yards must be landscaped within 12 months of the occupancy date. Each Lot shall be landscaped with at least three (3) two-inch (2") caliper trees as well as at least eight (8) shrubs. Trees, lawns, shrubs and other plantings provided by the Owner either before or after construction of a residence upon said Lot shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Committee. No fence, wall, or screen shall be erected without prior written approval of the Committee; and in no case shall fences constructed of real wood, cinder block, chain link or similar material be permitted. No fence, wall, hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections. No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or block or change the direction of drainage channels. Following the initial grading by the developer, the slope or contours of a Lot may not be altered in such a manner that blocks, alters, redirects or otherwise modifies any drainage channels or drainage easements. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Subdivision and must be approved by the Committee. Each dwelling unit shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

(i) **Revegetation of Slopes:** Where any slope on any Lot has a slope of 30% or greater, the Owner thereof shall be required to immediately revegetate said slope and present a revegetation plan to the Committee for review and approval.

3.14 Surface Water Management: Each Owner shall be solely responsible for controlling the storm water drainage from such Owner's Lot in accordance with applicable law. No Owner, by erection of any structure or otherwise, shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the ditches, canals, channels, ponds, lakes, retention areas, or other bodies of water or waterways reserved for, or intended by Declarant to be reserved for, drainage ways or for the accumulation of runoff waters, as reflected in any permits therefore, or plat or instrument of records, without the specific written permission of the Declarant. No lot shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established drainage ways without the prior written consent of the Declarant. Water management for any Lot shall be provided in accordance with the overall drainage system for the Subdivision and no Owner shall make improvements to such Owner's Lot without providing for the management of surface water drainage from such Owner's Lot both during and after any construction activity on such Lot. Surface water drainage and management shall conform to the overall drainage system requirements and permits, if any, for the Subdivision and meet with the approval of applicable governmental agencies.

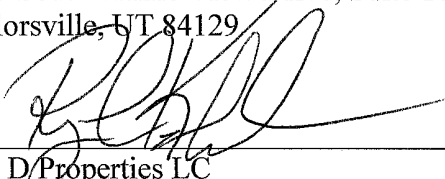
3.15 Declarant's Exemption: Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of property within the Subdivision.

3.16 Notice of Existing Surroundings: The Range subdivision is contiguous to the west with homes and lots that are zoned for large animals (i.e. horses). Lots # 7,8, and 9 specifically border these lots. Neither the Declarant or Herriman City shall be responsible for any adverse conditions, as deemed by the property owner, that are the result of the large animals.

3.17 ENFORCEMENT The Architectural Committee shall have the authority to enforce all of the declarations contained in this document including, but not limited to, imposing fines for violation of the covenants as well as filing a maintenance liens against a property for a homeowners failure to pay imposed fines. One year from the day that the last building lot receives a Certificate of Occupancy from Herriman City, the Architectural Committee as presently constituted will be dissolved for The Range Subdivision. Upon the dissolve of the Architectural Committee, the enforcement of these Covenants, Conditions, and Restrictions will be the collective responsibility of the property owners of lots 1-23. The power of enforcement of these declarations will be held by the majority voice, which will be defined as a minimum of 60% of the property owners of the subdivision in agreement.

DECLARANT

R & D Properties LC
6183 South Prairie View Drive, Suite 102
Taylorsville, UT 84129



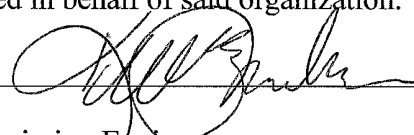
6 April 2016

R & D Properties LC
By: Roger L. Kehl, Managing Member

Date

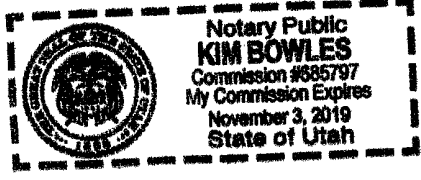
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 6th day of April, 2016, personally appeared before me ROGER L. KEHL, who being by me duly sworn, did say, that he, the said ROGER L. KEHL is a Managing Member of R & D Properties LC, and that the within and foregoing instrument was signed in behalf of said organization.



Notary Public

My Commission Expires:
Residing at:



Parcel Numbers:

Lot 1, 32-04-254-009; Lot 2, 32-04-254-008; Lot 3, 32-04-254-007; Lot 4, 32-04-254-006
Lot 5, 32-04-254-005; Lot 6, 32-04-254-004; Lot 7, 32-04-254-001; Lot 8, 32-04-254-002
Lot 9, 32-04-254-003; Lot 10, 32-04-255-001; Lot 11, 32-04-255-002; Lot 12, 32-04-255-003
Lot 13, 32-04-255-006; Lot 14, 32-04-255-005; Lot 15, 32-04-255-004; Lot 16, 32-04-251-008
Lot 17, 32-04-251-009; Lot 18, 32-04-251-010; Lot 19, 32-04-251-007; Lot 20, 32-04-251-005
Lot 21, 32-04-251-003; Lot 22, 32-04-251-004; Lot 23, 32-04-251-006