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ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 12 P.

When recorded, return to:

Orchard Street, Inc.
7070 South 2300 East, Suite 210
Salt Lake City, Utah 84121

For Reference Purposes Only
Affects Tax Parcel Numbers: 28-11-178-022;
28-11-178-023; 28-11-178-024; 28-11-178-025;
28-11-178-026; 28-11-178-027; and 28-11-178-028.

(Space above for Recorder's use only.)

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PAYTON PLACE

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PAYTON PLACE (this "Declaration") is made and executed this 7 day of September, 2017, by ORCHARD STREET, INC., a Utah Corporation ("Declarant"), together with each of the Owners whose signatures appear on the signature page below (the "Current Owners"), which Current Owners, together with the Declarant, are the present record Owners of all Lots in the Payton Place Subdivision.

RECITALS

- A. Declarant and the Current Owners are the owners of certain real property in Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "Property").
- B. Declarant is developing the Property to be known as "Payton Place Subdivision" (the "Project"). The Project currently consists of seven (7) single-family building Lots.
- C. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Payton Place, dated November 8, 2016 and recorded in the office of the Salt Lake County Recorder on January 18, 2017 as Entry No. 12456573, the Declarant subjected the Property to certain covenants, conditions and restrictions (the "Prior Declaration").
- D. Declarant and the Current Owners desire to amend and restate in their entirety the Prior Declaration pursuant to this Amended and Restated Declaration (the "Declaration").

- E. Declarant and each of the Current Owners hereby declare that the Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions, and charges, which will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each owner thereof.
- F. Upon recording of this Declaration, the Prior Declaration will be of no further force or effect.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and of binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

- (a) "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Article II
- (b) "Declarant" shall mean and refer to Orchard Street, Inc. a Utah Corporation and/or successor to said company (e.g., an entity affiliated with Orchard Street, Inc. that acquires any Lots for the purposes of building single-family Residences and then selling them to consumers) which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor.
- (c) "Declarant Control Period" means the time period during which (i) Declarant is the Owner of at least one (1) of the Lots; and (ii) Declarant has not appointed replacement members of the Committee. Declarant, in its sole and absolute discretion, may terminate the Declarant Control Period at any time by giving notice in writing to all Owners and appointing replacement members of the Committee as further described in Article II.
- (d) "Lot" shall mean any of the seven (7) detached, single-family building lots, separately numbered and individually described on the Plat and intended for private use and ownership.
- (e) "Owner" shall mean the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner".
- (f) "Plat" shall mean the duly approved and recorded plat filed in the office of the Salt Lake County Recorder entitled "Payton Place Subdivision."
- (g) "Project" shall mean "Payton Place Subdivision."

- (h) "Property" shall mean and refer to that certain real property located in Sandy City, Salt Lake County, State of Utah, and more particularly described on Exhibit A hereof.
- (i) "Residence" means a building located upon a Lot and designated for separate single-family residential occupancy.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Purpose. In order to create and improve the Project as a pleasant and desirable environment, to establish and preserve a consistent and harmonious design for the community and to protect and promote the value of the Property, all exterior design and landscaping shall be subject to design review by the Architectural Control Committee (the "Committee")

Creation. The Architectural Control Committee shall consist of three (3) persons, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the Committee members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. The initial Committee will consist of three (3) persons to be appointed by Declarant in its sole discretion during the Declarant Control Period. Thereafter, the initial Committee shall be released from responsibility and a new Committee shall be selected which shall consist of three (3) members. The maximum term for which each Committee member shall serve shall be four (4) years, plus any time required to duly select a successor Committee member, unless such member shall have died or resigned prior to such time. The members on the Committee shall be elected by a two-thirds (2/3) majority vote of the Owners voting in person or by proxy, at a meeting duly called for that purpose. No member may serve on the Committee for more than two (2) consecutive terms at a time.

Except for the initial Committee appointed by Declarant, all members of the Committee must be Owners at the time of their appointment. Should any Committee member move his or her residence outside of the Project, such member shall automatically be deemed to have resigned and the Committee shall declare a vacancy and a new Committee member shall be elected in accordance with the provisions above.

In the event of violation of any of the provisions of this Declaration, the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of applicable governmental codes and regulations and these covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

Upon satisfactory completion of any Residence to be constructed in the Project and the installation of the landscaping associated with such Residence, no further architectural review or landscaping review shall be required with respect to such Residence.

Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration to carry out the provisions set forth therein.

ARTICLE III

COVENANTS, CONDITIONS AND RESTRICTIONS

Land Use and Building Type. No Lot shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Residence not to exceed the height limitation for the applicable zone of the City of Sandy as specified at the time of recordation of the Plat. Each Residence must have at least a two (2) car and no more than a four (4) car garage. A detached garage may be built if approved by the Committee. Carports may not be built. Height shall be measured as the vertical distance from average finished grade surface at the building wall to the highest point (apex) of the roof. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. Unless otherwise approved in writing by the Committee, each Residence shall contain a minimum square footage of 1,800 square feet on the main floor for a two-story Residence and 2,000 square feet on the main floor for a rambler or single story Residence. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee and the City of Sandy, as applicable. The side yard for each building shall meet the minimum requirements of the City of Sandy.

Architectural Control. To maintain a degree of protection for the investment which homeowners in this area may make, Residences of superior design are requisite. Designs shall be limited to those approved by Committee, which shall be prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. In the event of any reconstruction of any Residence or other improvement on a Lot due to casualty, the design, quality and appearance of the reconstructed Residence shall be substantially the same as the structure initially built. All landscaping, grading, excavation, fencing and walls, including exterior color scheme, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications 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 Sandy.

No initial construction of a Residence or initial landscaping may commence without approval by the Committee of the working drawings including, but not limited to, the following:

- (a) Site plan to scale showing the entire site, single family Residence, walks, drives, fences, lights and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the Residence and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed floor plans showing dimensions and measurements.
- (c) Detailed elevations, indicating all materials and showing existing and finished grades.
- (d) Detailed sections, cross and longitudinal.
- (e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
- (f) 3 sides of the Residence must be 30% brick or stone.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the Residence.

Construction Quality, Size and Cost. 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 Residence and related improvements with respect to topography and grade, quality of materials, size, height, color, etc. All Residences constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on the earth-toned colors, shall be recommended. All exterior material shall be new, except pre-approved used-brick, and consist of brick, rock, stucco or combination approved in writing by the Committee. Aluminum soffit and fascia is acceptable. No aluminum exterior siding shall be permitted in the Project. Stone must be natural stone only. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes shall be permitted. No flat roofs shall be permitted in the Project without prior written approval of the Committee. Pitched roofs shall be at least 3/12 pitch and no greater than 12/12 without the prior written consent of the Committee. A minimum of eight (8) inches shall be required on the fascia. 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.

Construction Time. The Committee shall have final control for approval of all color and material plans. Construction to begin within 24 months from date of Lot purchase. Upon commencement of construction on any Lot, the construction time for the exterior portion of any Residence shall not exceed twelve (12) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project. Prior to construction, each Owner shall be responsible to keep their respective Lot in a neat and tidy condition, free of rubbish or debris of any kind, and shall maintain the natural foliage upon their respective Lot free of weeds and any other unsightly or offensive items or activity detrimental to any other property in the vicinity thereof or to occupants of such other property.

Building Location. No Residence shall be located on any Lot nearer than minimum building set-back, side street and side lot lines required by the City of Sandy.

Landscaping. Lawn, patio, and garden areas are subject to approval by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreakers and improve erosion control within the Project. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited.

No planting or structure shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each Residence shall have installed surrounding it and outdoor sprinkler system for fire protection and irrigation.

Landscaping shall be installed and maintained by each Owner with respect to such Owner's Lot, and may include a combination of lawn, trees, shrubs or ground cover. Landscaping shall be properly nurtured and maintained by each Owner. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material, limited to not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel or brick over sand. Species, size and placement of landscape elements shall be determined by the Committee in keeping with overall landscaping of the Project.

Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete Residence, 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. Temporary buildings or structures used during the construction of a Residence on any Lot shall be removed immediately after completion of construction.

Accessory Structures. Patio structures, trellises, sunshades, gazebos, awnings, window treatments, blinds, flags and any other appurtenant structures shall be constructed of materials consistent with the colors, textures and materials approved for the Residence and shall be integral to the architecture of the Residence and subject to the prior written approval of the Committee in its discretion.

Exterior Antennas, Lights and Power Lines. Exterior antennas are prohibited without the prior written approval of the Committee. 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 Residences. Satellite TV dishes will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets. The location of Satellite TV dishes must be approved by the Committee. Exterior lighting that is detached from the Residence will not be allowed unless approved by the Committee. All power lines and similar type cables shall be buried underground. No short-wave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee.

Nuisances; Construction Activities. Lot Owners shall be responsible for any damage done by Owner or their contractors, subcontractors and materialmen to streets, sidewalks, curbs, storm drains and systems, utilities' lines and pipes, or any clean-up expense caused by such construction activities. Each Owner shall follow the applicable Sandy City and Salt Lake County storm water pollution prevention plan requirements and shall keep the streets, sidewalks, curbs, storm drains, and systems utilities' lines and pipes, unobstructed and free and clear of debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking 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. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, equipment or vehicles of any nature shall be parked or stored on any street location within the Property. Licensed, regularly used passenger

vehicles (i.e., visitor vehicles) may be parked on streets within the Property for brief periods of time (i.e., less than twenty-four (24) hours). Overnight parking of such vehicles should generally be restricted to driveway of the Residence being visited.

No oil or gas drilling, development, operations, refining, storage, quarrying or mining operations of any kind shall be permitted upon any Lot.

The burning of rubbish, leaves or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

Amendment. This Declaration may be amended or repealed upon the affirmative written approval of at least 67% of the Owners and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, State of Utah; provided, however, that so long as the Declarant owns a majority of the Lots in the Project (i.e., 4 or more of the Lots), any amendment or repeal shall require the unanimous approval of all Lot Owners and the Declarant, and provided that so long as the Declarant shall own at least one (1) Lot in the Project and Declarant has not appointed replacement members of the Committee (i.e., the Declarant Control Period has not terminated), no amendment or repeal shall be valid or enforceable without Declarant's written approval or consent.

[Signatures appear on the next [] pages.]

Executed as of the day and year first above written.

Owner of Parcel Nos: 28-11-178-022; 28-11-178-023; 28-11-178-026;
28-11-178-027; 28-11-178-028

ORCHARD STREET, INC.

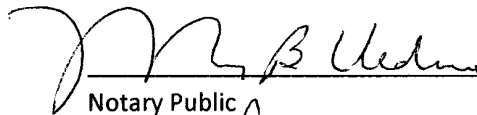
By: 

Ken Martindale
President

STATE OF Pennsylvania } SS.

COUNTY OF Allegheny }

On this 2nd day of October, 2017, personally appeared before me Ken Martindale, who being by me a duly sworn, did say that he is the President of Orchard Street, Inc., and that said instrument was executed on behalf of Orchard Street, Inc.



Notary Public

Residing at: Pittsburgh PA

My Commission Expires: 7/19/2019

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary B. Vedro, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 19, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

John N. Braithwaite
John N. Braithwaite

Janet S Braithwaite
Janet S. Braithwaite

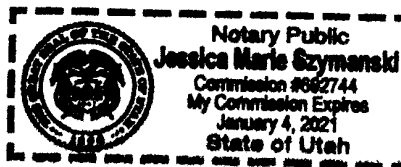
STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 25th day of September 2017, by John N. Braithwaite, an individual.

[Notary Seal]

Jessica Marie Szymanski
NOTARY PUBLIC

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 25th day of September 2017, by Janet S. Braithwaite, an individual.

[Notary Seal]

Jessica Marie Szymanski
NOTARY PUBLIC



Exhibit A

Legal Description of the Property

Lots 101 through 107 of Payton Place Subdivision, Amending Palmer Estates Parcel A, recorded as Entry No. 12361995, in Book 2016P, at Page 230 in the Official Records of Salt Lake County, Utah.