

WHEN RECORDED MAIL TO:
Turner Haven Estates, LLC
271 Golden Harvest Rd
Draper, UT 84020
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ADAM GARDINER
Recorder, Salt Lake County, UT
PLATINUM TITLE SERVICES
BY: eCASH, DEPUTY - EF 17 P.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TURNER HAVEN SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”) FOR TURNER HAVEN SUBDIVISION, a subdivision, is made this 29th day of October, 2018, by TURNER HAVEN ESTATES, LLC, a Utah limited liability company (“Declarant”).

RECITALS

A. Declarant is the fee title owner of certain real property located in Sandy City, Salt Lake County, Utah (the “Property”) upon which the Declarant developed a subdivision and which is more particularly described in Exhibit “A” attached hereto.

B. Declarant intends to convey all of the Lots (as defined below) in the Subdivision (as defined below), subject to certain protective covenants, conditions, restrictions, reservations, easements and equitable servitudes, all running with the title to the Lots, as hereinafter set forth.

ARTICLE I

DECLARATION

Declarant hereby declares that all of the Lots and the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners (as defined below) of the Lots and the Property. It is the intention of Declarant in imposing the covenants, conditions and restrictions set forth in this Declaration to create a generally high quality, attractive and well-designed residential development, all for the mutual protection and benefit of the Owners of the Lots. The terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the Lots in the Subdivision and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding an interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant’s successors in interest, and may be enforced by Declarant, by the Architectural Committee (as defined below), or by any Owner. Notwithstanding anything herein to the contrary, no provision of this Declaration shall prevent Declarant from completing the work that is necessary to prepare the Lots for the construction of Dwellings and other Improvements (as

defined below) on the Property, from using any Lot owned by Declarant as a model home or temporary construction or sales office, or from posting signs or engaging in other reasonable activities on the Property incidental to sales or construction, provided, however, that such signs and activities are in compliance with the applicable ordinances of Sandy City.

ARTICLE II

DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

2.1 **Architectural Committee** shall mean the committee created under Article IV of this Declaration.

2.2 **Declarant** shall mean and refer to Turner Haven Estates, LLC, or its successor.

2.3 **Declaration** shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of the Subdivision, which shall be incorporated into this Declaration by reference upon being recorded in the office of the Recorder of Salt Lake County, Utah.

2.4 **Dwelling** shall mean the single family residence built or to be built on any Lot.

2.5 **Excavation** shall mean any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than 12 inches from the natural surface of the land, or any grading of the surface. Excavation shall include any activities for which an excavation or grading permit would be required under Utah law or the ordinances and regulations as adopted by Sandy City.

2.6 **Fill** shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from offsite or resulting from the regrading of excavated material from onsite, to raise the natural elevation of the surface. Fill shall also include any fill material as defined under Utah law or the ordinances and regulations as adopted by Sandy City.

2.7 **Improvements** shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, driveways, paved walkways, swimming pools, spas, basketball hoops, trampolines, gazebos, decks, patios, fences, walls, water features, swings, slides, playhouses, greenhouses, satellite dishes, antennas, solar panels, and storage buildings.

2.8 **Lot** shall mean any area of real property within the Subdivision designated as a Lot.

2.9 **Owner** shall mean the person, including any entity, having title to any Lot as

shown on the Plat. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

2.10 **Permitted Improvements** shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

2.11 **Person** shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

2.12 **Plat** shall mean the plat of the Subdivision, as approved by Sandy City and recorded in the office of the Recorder of Salt Lake County, Utah, and any amendments that may be made from time to time.

2.13 **Property** shall mean all of the land described on the Plat, including Lots and Roadways.

2.14 **Public View** shall mean that the object, Improvement, or activity on the Property is or would be in the line of sight originating from a point five feet above the surface of any public streets, including Roadways within the Subdivision.

2.15 **Roadway** shall mean those portions of the Property that have been or will be dedicated to Sandy City as a public way.

2.16 **Sandy City** shall mean Sandy City, a Utah Municipal Corporation, and its appropriate departments and officials.

2.17 **Subdivision** shall mean the subdivision known as Turner Haven Subdivision, which consists of the Property as shown on the Plat, and as it may be amended or expanded from time to time.

ARTICLE III

PURPOSE OF DECLARATION

It is the intention of Declarant that the Property be developed and maintained as a high quality, attractive and well-designed residential development. It is the purpose of this Declaration that the natural beauty, serenity, views and present surroundings of the Property be protected as much as possible in connection with the Improvements on the Property and the uses permitted on the Property as set forth in this Declaration.

ARTICLE IV

ARCHITECTURAL COMMITTEE

4.1 Introduction. This Declaration seeks to impose architectural design and construction standards of a type and nature that result in Dwellings and Improvements, including Permitted Improvements, which are architecturally compatible in terms of quality, lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the provisions of this Declaration.

4.2 Architectural Committee Created. The Architectural Committee will consist of three (3) people who, until otherwise provided herein, shall be appointed by Declarant and do not need to be Owners. At the time Dwellings have been constructed in compliance with the Declaration complete with certificate of occupancy on 70% of the Lots, two members of the Architectural Committee may be elected by the Owners. At the time that 90% of the Lots have been sold or transferred to persons other than Declarant, all of the members of the Architectural Committee may be elected by the Owners. The above percentages are to be based on the total number of Lots in the Subdivision so that Declarant is able to remain active in the administration and enforcement of this Declaration while Lots are being marketed. Owners shall elect and replace members of the Architectural Committee, at times permitted by this Declaration, by a writing executed by Owners of more than fifty percent (50%) of the Lots.

4.3 Approval by Architectural Committee. No Improvements of any kind, including without limitation any Dwellings, garages, out-buildings, fences, storage units, parking areas, driveways, walkways, pools, outdoor hot tubs/spas, walls, playground equipment, satellite dishes, antennas, solar panels, or any other permanent structures, may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Architectural Committee, which approval shall not be unreasonably withheld, conditioned, or delayed. All Improvements must comply with the ordinances of Sandy City and this Declaration. No Excavation, Fill, grading, filling or draining shall be made without the prior written approval of the Architectural Committee. Approval of the Architectural Committee will be sought in the following manner:

4.3.1 *Plans submitted.* A complete set of plans for the Improvement as described in Section 4.3 must be signed by the applicant and submitted to the Architectural Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plans must: (a) be in sufficient detail to show the location on the Lot of the Improvement, including without limitation, the exterior walls of any Dwelling and all other structures to be built with it and all fences to be constructed on the Lot; (b) contain detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; (c) list all exterior, roofing and fencing materials and the colors and textures thereof; and (d) contain a landscape plan showing the location of driveways, walkways, patios and the identity/location of trees and shrubs. In the case of an addition or modification to an existing Dwelling, the Architectural Committee may waive any of the foregoing requirements. For an Improvement that typically does not have plans associated with it—e.g., a manufactured storage unit, playhouse, trampoline, swing set, basketball hoop, etc.—applicant shall submit documents and information sufficient to give the

Architectural Committee a good understanding of the size, look, and location of the Improvement. Such documents and information may include, without limitation, diagrams, pictures, product descriptions, measurements, and product webpages.

4.3.2 *Review.* The Architectural Committee shall exercise its best judgment in overseeing the construction, installation, placement and maintenance of all Improvements. The Architectural Committee shall consider the materials to be used on the external features of all Improvements, including but not limited to exterior colors, harmony of external design with existing structures within the Subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural settings and surroundings. Within 7 days after the submission of a complete application for an Improvement, the Architectural Committee will review the application and make a good faith effort to determine whether the Improvement would comply with the conditions imposed by this Declaration. If the Improvement would not comply, the application will be rejected. If the Improvement would comply with this Declaration, the Architectural Committee will approve the application. The Architectural Committee may also approve the application subject to specific modifications or conditions to the proposed Improvement. No final approval will be granted on less than a complete application as set forth in this Declaration. Upon final approval, the Architectural Committee and the applicant will each sign and date two copies of the approved application, and one copy shall be left with the Architectural Committee. Any Improvement that is not in strict compliance with the approved application is prohibited. Notwithstanding any provisions in this Declaration, all construction, Excavation and Fill of any nature upon any of the Lots shall be performed in compliance with the requirements of the land management code and the building and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

4.3.3 *Written Record.* The Architectural Committee will maintain a written record of its actions, and maintain in its files a copy of all applications approved or rejected for a period of five years.

4.3.4 *Failure to Act.* If the Architectural Committee does not approve or reject an application within 45 days after the complete application is submitted, the application shall be deemed to have been disapproved.

4.3.5 *Permits and Approvals from Sandy City.* Notwithstanding any other provision of this Declaration to the contrary, prior to commencing work on any Improvements on any Lot, the Owner of the Lot must obtain from Sandy City all necessary permits and approvals required by Sandy City in connection with any such Improvements.

4.4 Variances. The Architectural Committee has the authority to deviate from the requirements contained in this Declaration under extenuating circumstances, when compliance with this Declaration would create an unreasonable hardship or burden for an Owner. No such variance may be granted without the unanimous written consent of the Architectural Committee. The Architectural Committee does not, however, have the authority to deviate beyond the requirements of the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

4.5 General Design Review. The Architectural Committee will use its best efforts to provide a consistent pattern of enforcement and consistent application of this Declaration that results in a high quality, attractive, and well-designed residential development.

4.6 Declarant and Architectural Committee not Liable. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant, the Architectural Committee or its members as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against another Owner.

4.7 Limitations on Review. The Architectural Committee's review is limited to those matters expressly described in this Declaration. The Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved by the Architectural Committee even if the Owner's plans violate any codes, ordinances, statutes, laws, or regulations. The Architectural Committee shall not be responsible for reviewing, nor shall the approval by the Architectural Committee of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or compliance with any applicable building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of the Property. The structural integrity of any Improvements within the Subdivision is not the responsibility of the Architectural Committee. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable statutes, laws or ordinances must be reviewed and approved by the Architectural Committee prior to construction.

ARTICLE V

RESTRICTIONS ON ALL PROPERTY

The following restrictions on use apply to all Property within the Subdivision:

5.1 Governing Regulations. The lawfully enacted zoning regulations of Sandy City and of any other governmental body having jurisdiction with respect to the Property, including without limitation any and all applicable building, fire and health codes, are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, ordinance or regulation. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, Improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

5.2 No Mining Uses. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted on the Property. The foregoing limitation shall not preclude drilling and excavation in connection with the construction of roads, utility lines and other

Permitted Improvements.

5.3 No Business or Commercial Uses. The Property shall be used for residential purposes only. No portion of the Subdivision may be used for any commercial or business use, provided however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of Improvements or until the Lots are sold, or (b) the use by any Owner of his Lot for a home occupation business. No home occupation business will be permitted, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household to come to the Lot to conduct business. No signs or other advertisements relating to any such home occupation business shall be placed upon any of the Property, nor shall any such sign or advertisement be visible from the outside of any of the Permitted Improvements constructed on the Property. No retail sales of any kind may be made in the Subdivision. All home occupation businesses operated or conducted from any of the Lots shall comply with all applicable local, state or federal statutes, laws, ordinances and regulations, including without limitation all statutes, laws, ordinances and regulations pertaining to licensing and permitting for the operation of any such home occupation business.

5.4 Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control and directional signs for Roadways placed by Sandy City or temporary signs warning of some immediate danger and except for such other signs as may be approved by the Architectural Committee. Signs indicating a Lot or Home is for sale may be placed in accordance with Sandy City sign regulations. The Declarant may erect a sign acceptable to Sandy City at the entrance to the Subdivision announcing the availability of Lots and giving sales information. An entrance monument for the Subdivision may be constructed by Declarant, at Declarant's sole discretion.

5.5 Dwelling to be Constructed First. No garage, storage unit, or other outbuilding may be constructed on any Lot prior to the construction of the Dwelling on such Lot.

5.6 Animals. The use of animals for pets, housing, breeding, or boarding must comply with the existing animal regulations of Sandy City.

5.7 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses.

5.8 No Unsightliness. No unsightliness is permitted on any Lot. This requirement shall prohibit, without limitation, the open storage of any building materials (except during the construction of any Dwelling or Improvements); open storage or parking of construction equipment, trucks larger than pick-up trucks (except during periods of actual loading and uploading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure

such as a garage. Notwithstanding the foregoing, items listed above may be placed at the front of a Lot for reasonable times during periods of municipal cleanup.

5.9 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by Sandy City.

5.10 No Annoying Sounds. No constantly barking dogs, loud speakers or other noise-making devices may be used or maintained on any Lot which would disturb other Owners, or which create noise that might reasonably be expected to be annoyingly loud to occupants of adjoining Lots, except for security or fire alarms.

5.11 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only and shall not be rented in whole or in part as a transient lodging unit, boarding house, "bed and breakfast," or for other uses to provide accommodations to travelers.

5.12 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 on any Lot, except in sanitary containers approved by the Architectural Committee. All equipment for the storage or disposal of waste or rubbish shall be kept in a clean and sanitary condition and must meet the approval of the Architectural Committee.

5.13 Parking and Storage of Personal Property. No personal property, including but not limited to boats, trailers, campers and motorized vehicles, shall be placed or stored upon any Lot prior to the time the Owner thereof is ready to commence the construction of Permitted Improvements, and thereafter all such personal property shall be placed within the property lines of the Lot and not within the streets and shall be placed in such a manner as not to constitute an aesthetical nuisance upon the rights of other Lot Owners. The Owner of each Lot shall be obligated to construct on such Lot sufficient off-street parking on the Lot to accommodate all automobiles belonging to the inhabitants of the Dwelling thereon. No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any Lot, except that regularly used passenger cars and light pickup trucks may be parked on the driveway areas in the front yard. Boats, trailers, campers, motorized vehicles and all other types of recreational and/or accessory equipment shall be restored and repaired only in side or rear yards, garages, or driveways, acceptable to the Architectural Committee. No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes or other similar vehicles shall be parked or stored on a public street or right of way for more than seven (7) consecutive days without the express written consent of the Architectural Committee.

5.14 Outdoor Furniture. All furniture placed on the front porches and other outdoor areas within any Lot that is within Public View must be of a type and quality generally characterized as "outdoor furniture."

ARTICLE VI

RESTRICTIONS ON LOTS

6.1 Dwelling and Ancillary Structures. No Improvements shall be placed, erected, altered, or permitted to remain on any Lot, other than one (1) single family Dwelling and one (1) garage together with related nonresidential Improvements; provided, however, the Architectural Committee may, in its sole discretion, approve additional Improvements. The garage shall be adequate for a minimum of two (2) standard size automobiles. The Dwelling on each Lot shall be used for private residence purposes only, and no structure of any kind shall be moved from any other location and placed upon a Lot, nor shall any incomplete building or Improvement of any type be permitted to remain incomplete on a Lot for a period in excess of eighteen (18) months from the date the Improvement was started, unless otherwise approved by the Architectural Committee. No structure of a temporary character nor any trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

6.2 Finished Area Above Grade. The Dwelling constructed on each Lot shall have a minimum finished area above grade according to the following table. The number of square feet in the table refers to the minimum size of the finished area above grade:

<u>Lot Designation</u>	<u>Minimum Area of Single Story/Rambler Dwelling</u>	<u>Minimum Area of Two Story Dwelling</u>
Lots 1 through 10, inclusive	1500 square feet	2,500 square feet

6.3 Completion of Dwelling. All construction and alteration work shall be prosecuted diligently, and the Dwelling on each Lot shall be entirely completed and shall be required to have a final certificate of occupancy issued for such Dwelling by Sandy City within eighteen (18) months after the closing on the sale of such Lot to the original purchaser thereof. A four (4) month grace period after the initial eighteen (18) month period has expired may be granted by the Architectural Committee upon showing of good cause. Construction not completed within the 18 months may be subject to a \$500.00 per month penalty. Architectural Committee shall have the right to cause work to be done and to cause the cost of such work to be charged to and paid by the Owner of such Lot. The recordation by the Declarant and/or the Architectural Committee in the Office of the Recorder of Salt Lake County, Utah, of a Notice of Charge against the Owner of any Lot shall constitute a lien against such Lot, which lien shall remain in effect until such amount, together with interest thereon at the rate of fifteen percent (15%) per annum from the date of such Notice of Charge, is paid. Thereupon, the Notice of Charge shall be released of record.

6.4 Towers, Satellite Receivers and Antennas. No towers, exposed or outside radio, television or other electronic antennae shall be allowed or permitted to remain on any Lot. Satellite receivers, in excess of eighteen (18) inches in diameter, must have an enclosure to screen them from view by any surrounding Lot Owner.

6.5 Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall be placed, erected, or allowed to remain on any Lot except during construction periods, and no Dwelling shall be occupied in any manner prior to its completion and approval in accordance with Article V hereof.

6.6 Minimum Architectural Requirements. The following shall be considered to be minimum architectural requirements with respect to Dwellings constructed within the Subdivision, although the Architectural Committee, in the reasonable exercise of its discretion, shall be entitled to consider factors in addition to the following minimum requirements.

6.6.1 *Exterior of Dwellings.* Exterior materials on all Dwellings shall be limited to brick, rock, cultured stone, stucco, Hardie board, Hardie plank, Hardie shingle or similar manufactured materials of equal quality. The Architectural Committee shall have the sole discretion to approve, in writing, other exterior building materials, including without limitation materials that are invented or become available after the date of this Declaration. Exceptions to the foregoing requirements may be allowed to accommodate an architectural duplication of a certain era or style, such as Victorian. No Dwellings shall be constructed with readily combustible exterior finishes, which prohibition shall preclude without limitation wood shingles, wood soffits, wood fascia and wood siding. No less than 25% of the combined area of the front and the two sides of each Dwelling must be finished with exterior materials consisting of either rock, brick or cultured stone. For purposes of calculating the combined area of the front and the two sides of each Dwelling, the windows, doorways and other cut-outs shall not be included. The foregoing requirement may be satisfied by placing all of the required square footage of rock, brick or cultured stone on the front of the Dwelling (in excess of 25% of the area of the front of the Dwelling) and not placing any rock, brick and cultured stone on either of the two sides of the Dwelling.

6.6.2 *Prohibited Styles.* No dome, A-frame or modified A-frame Dwellings shall be allowed or constructed.

6.6.3 *No Prefabricated.* No prefabricated Dwellings or trailers shall be allowed or constructed.

6.6.4 *Roofs.* All roofs shall be made of fire resistant dimensional shingles or other roofing materials approved by the Architectural Committee. The shingles must be a minimum of thirty (30) year Architectural shingles.

6.6.5 *Compliance.* All Improvements on any Lot shall comply with the construction guidelines and specifications of the planning and building department of Sandy City.

6.6.6 *Fencing.* All fencing within the Subdivision must be approved by the Architectural Committee. All fencing must be in compliance with Sandy City's height and set-back requirements. No cedar or wood fencing shall be allowed except as approved by the

Architectural Committee. No chain link fences of any type are allowed for perimeter fencing of any Lot (dog runs are not considered as perimeter fencing).

6.7 Slope and Drainage Control. No Improvement, planting or other material shall be placed or permitted to remain, nor shall any other activities be undertaken, which may damage or interfere with established slope ratios, which create erosion or sliding problems, or which may change the direction or 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 within 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 Lot Owners shall retain and control all water runoff from such Owner's Lot or Lots, so as not to damage or hinder other Lots or Owners.

6.8 Landscaping. The landscaping of the front yards of each Lot, including the planting of grass or the placement of sod on at least fifty percent (50%) of the area thereof, and the planting of at least three (3) trees per front yard along with at least three (3) shrubs, must be completed within twelve (12) months from the time the construction of the Dwelling is commenced. No tree shall be planted in the parking strip of any Lot. Grass shall be planted or sod shall be placed in the back yard of each Lot within eighteen (18) months from the time construction of the Dwelling is commenced. If the Owner fails to do so, the Declarant or the Architectural Committee shall have the right to cause such maintenance work to be done and to cause the cost of such maintenance work to be charged to and paid by the Owner of such Lot. The recordation by the Declarant and/or the Architectural Committee in the Office of the Recorder of Salt Lake County, Utah, of a Notice of Charge against the Owner of any Lot shall constitute a lien against such Lot, which lien shall remain in effect until such amount, together with interest thereon at the rate of fifteen percent (15%) per annum from the date of such Notice of Charge, is paid. Thereupon, the Notice of Charge shall be released of record.

ARTICLE VII

OWNERS' MAINTENANCE OBLIGATIONS

7.1 Duty to Maintain. It is the obligation of the Owner of each Lot to properly maintain its Lot and the Improvements to the Lot in a good state of repair and in an attractive, safe, and healthy condition at all times in order to preserve and enhance the enjoyment of the Subdivision. Each owner shall provide adequate irrigation and maintenance of trees and landscaping on his Lot, shall control weeds, and shall maintain the Lot in a clean and safe condition free of debris or any hazardous condition.

7.2 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee. No subsequent exterior alterations, Improvements or remodeling, whether structural or cosmetic, will be made without the advance written consent of the Architectural Committee.

7.3 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior

to the damage or loss without review by the Architectural Committee, provided however that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the Property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Architectural Committee.

ARTICLE VIII

CONSTRUCTION COVENANTS

8.1 Introduction. In order to minimize the disturbance to the Property during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. Violations of the regulations by a contractor hired by an Owner or the contractor's employees, subcontractors and other agents and representatives shall be deemed a violation by that Owner for which the Owner shall be liable.

8.2 Construction Debris Removal. Each Owner must comply with the ordinances of Sandy City and the requirements of the Architectural Committee regarding the placement and maintenance of a trash container or dumpster on the Lot. The Owner shall cause all trash, packing material, unusable scraps, and other debris to be collected at the end of each work day and deposited in a suitable container, protected from the wind. Such container shall be regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Property. No concrete trucks may be cleaned out on the Lot, the Property or anywhere within the Subdivision. The work on any Improvement on any Lot must comply with applicable regulations pertaining to storm water pollution prevention.

8.3 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or the work on other Improvements. Once the Dwelling is enclosed, materials shall be stored inside the Dwelling and out of sight, whenever practical and possible.

8.4 Sanitary Facilities. Each Owner is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Lot at a location approved by the Architectural Committee and must be removed from the site at such time as the permanent plumbing system is operational.

8.5 Construction Parking and Vehicles. Work crews must park their vehicles on the Lot on which they are working or on the street in front of such Lot and shall not use or park on any other Lot or any other Property within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

8.6 Removal of Mud. The Owner is responsible for cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

8.7 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from Sandy City and any other governmental entity having jurisdiction over construction on the applicable Lot. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the Lot prior to the issuance of the permit(s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the Dwelling shall be substantially complete within six (6) months from commencement.

8.8 Repair of Damage. Each Owner is responsible for the prompt repair of any damage to any Property within the Subdivision caused by or incidental to such Owner's work on any Improvement on the Owner's Lot, including without limitation any cracked or broken sidewalks. The Declarant or the Architectural Committee, if necessary, may initiate legal action against any Owner for the repair of damage that occurs from construction activity pertaining to that Owner's Lot. The Declarant or the Architectural Committee shall be entitled to record a Notice of Charge against such Owner's Lot until all such damage is repaired and paid for, in the manner described in Section 6.8 above.

ARTICLE IX

GENERAL PROVISIONS

9.1 General. The covenants, conditions, and restrictions contained in this Declaration shall be enforced as set forth in this Article IX.

9.2 Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Lot on which the violation occurs is responsible for the removal or abatement of the nuisance.

9.3 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Architectural Committee in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, and abatement of nuisances or other matters. The remedies available under this Declaration are to be construed as being in addition to all other

remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the covenants contained in this Declaration with respect to such violation or with respect to any other violations.

9.4 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

9.5 Limited Liability. Neither the Declarant, nor the Architectural Committee, nor its individual members, nor any Owner shall have personal liability to any Owner for actions or inactions taken pursuant to the terms of this Declaration, except for actions that are taken in bad faith or actions taken with malice.

9.6 Term of Declaration, Renewal. This Declaration shall expire fifty (50) years from the date it is first recorded with the Recorder of Salt Lake County, Utah, provided however that in the last year prior to expiration, the Owners of eighty percent (80%) of the Lots may, by written notice which is recorded with the Recorder of Salt Lake County, Utah, agree to extend the term of this Declaration for a period of an additional twenty (20) years, and at the end of each additional period of twenty (20) years thereafter, the Owners of eighty percent (80%) of the Lots may, by written notice which is recorded with the Recorder of Salt Lake County, Utah, agree to extend the term of this Declaration for a period of twenty additional years.

9.7 Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, the Owners of eighty percent (80%) of the Lots subject to this Declaration may amend the provisions of this Declaration, provided that if the Declarant owns or controls an interest in any Lot within the Subdivision at the time of the proposed amendment, the consent of the Declarant will be required, which consent shall be within Declarant's sole discretion. Any amendment must be in writing and must be properly recorded in the Office of the Recorder of Salt Lake County, Utah. No amendment will be binding upon the holder of any mortgage or trust deed on any Lot which mortgage or trust deed is of record at the time of the amendment, unless the mortgage or trust deed holder joins in the amendment.

9.8 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration against such Owner's Lot, whether or not there is any reference to this Declaration in the instrument by which such Owner acquires an interest in any Lot.

9.9 Reservation of Easements. Easements affecting the Lots within the Subdivision

are reserved as shown on the Plat for utility installation and maintenance, drainage and other purposes as designated on the Plat.

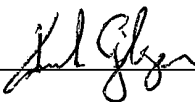
9.10 Notices. All notices under this Declaration are deemed effective three (3) calendar days after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are deemed effective upon delivery.

9.11 Interpretation. The provisions of this Declaration shall be interpreted to further the goal of creating a uniform plan for the development of the Subdivision. Section headings are inserted for convenience only and shall not be considered in the interpretation of the provisions. The singular shall include the plural, and the plural shall include the singular. Any reference to gender is intended to include masculine, feminine and neuter as well.

9.12 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public or for any public use, except as specifically shown on the Plat.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

TURNER HAVEN ESTATES, LLC

By: 

Name: Kirk Gilger
Title: Chief Development Officer

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE

On the 29th day of October, 2018 personally appeared before me, Kirk Gilger, who being by me duly sworn did say that he/she is the Chief Development Officer of #Turner Haven Estates, LLC. and that he/she executed the foregoing instrument in behalf of the limited liability company being authorized and empowered to do so by the operating agreement of Turner Haven Estates, LLC. and he/she did duly acknowledge to me that such limited liability company executed the same for the uses and purposes stated therein.


NOTARY PUBLIC

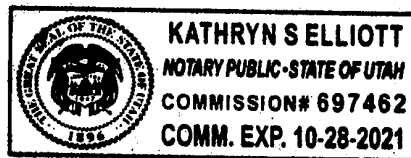


EXHIBIT "A"
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TURNER HAVEN ESTATES

Legal Description of the Property

EXHIBIT "A"

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 11000 SOUTH STREET, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1 OF HARDCASTLE ESTATES SUBDIVISION AMENDED RECORDED OCTOBER 6, 1999 AS ENTRY NO. 7483690 IN BOOK 99-10P AT PAGE 281 AT THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 89°21'16" WEST ALONG THE SECTION LINE 668.36 FEET AND NORTH 00°38'44" EAST 40.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°21'16" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 510.48 FEET TO A POINT IN THE CENTER OF THE EAST JORDAN CANAL; THENCE NORTHEASTERLY ALONG THE CENTER OF SAID CANAL THE FOLLOWING 10 CALLS; (1) NORTH 47°00'28" EAST 66.60 FEET (2) NORTH 41°19'31" EAST 33.75 FEET (3) NORTH 36°23'12" EAST 55.01 FEET (4) NORTH 28°05'59" EAST 87.18 FEET (5) NORTH 32°36'29" EAST 55.94 FEET (6) NORTH 36°00'00" EAST 104.72 FEET (7) NORTH 37°57'07" EAST 69.96 FEET (8) NORTH 32°34'45" EAST 32.85 FEET (9) NORTH 27°18'21" EAST 26.36 FEET (10) NORTH 25°00'39" EAST 22.99 FEET TO THE SOUTH LINE OF HARDCASTLE ESTATES NO. 2 SUBDIVISION RECORDED JULY 14, 2004 AS ENTRY NO. 9119569 IN BOOK 5004P AT PAGE 180 AT THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°21'16" EAST ALONG THE SOUTH LINE 196.66 FEET; THENCE SOUTH 00°38'44" WEST 454.46 FEET TO THE POINT OF BEGINNING.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

BK 10725 PG 5818