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Attn: Robert A. McConnell, Esq.

ENT 133130;2007 Pg 1 of 15  
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**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
LEHI RANCHES SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions for Lehi Ranches Subdivision ("**Declaration**") is made and executed as of SEPTEMBER 7, 2007, by BOYER LEHI RANCHES, L.C., a Utah limited liability company ("**Declarant**").

**RECITALS**

A. Declarant owns certain real property located in Utah County, Utah, a legal description of which is attached as Exhibit A to this Declaration ("**Property**"). Declarant desires to develop the Property as a part of a multi-phase project. The Property consists of Lehi Ranches Subdivision Plat "A".

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Development.

**DECLARATION**

NOW, THEREFORE, Declarant hereby declares that the Property will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the Property and will be binding upon, and will inure to the benefit of, all parties having or acquiring any right, title, or interest in or to the Property or any part thereof.

**1. Definitions.**

As used in this Declaration, the terms set forth below will have the following meanings:

1.1 **Additional Property.** Any land, whether or not owned by Declarant, which is made subject to this Declaration as provided in Section 5.1.

1.2 **Applicant.** Any Owner seeking to construct improvements on its Lot who submits an Application to the Committee.

1.3 **Application.** Defined in Section 2.2.

1.4 **City.** Lehi City, Utah.

1.5 **Committee.** The Architectural Control Committee appointed pursuant to 2.2.

1.6 **County.** Utah County, Utah.

1.7 **Declarant.** Boyer Lehi Ranches, L.C., a Utah limited liability company, and its successors and assigns if such successor or assignee acquires all of Declarant's interest in the Property (or less than all of Declarant's interest in the Property if a recorded instrument executed by Declarant assigns to the assignee all of Declarant's rights under this Declaration).

1.8 **Declarant Control Period.** The period beginning on the date this Declaration is recorded and ending on the first to occur of the following: (a) 60 days after 75% of the Lots have been sold and conveyed to Owners other than Declarant; or (b) 60 days after Declarant elects in writing to terminate the Declarant Control Period.

1.9 **Declaration.** The Declaration of Covenants, Conditions, and Restrictions for Lehi Ranches Subdivision.

1.10 **Development.** Lehi Ranches Subdivision Plat "A".

1.11 **Guest.** Any person who is a visitor or invitee and who (a) is accompanied by an Owner or a Tenant, or (b) has been granted permission by an Owner to occupy its Residence for a period of time.

1.12 **Lot.** Each of Lots 102 through 142, as depicted on the Plat.

1.13 **Owner.** Any Person having a fee ownership interest in a Lot. "Owner" does not include a Tenant or a Person holding less than a fee interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership will not discharge an Owner from obligations incurred before termination.

1.14 **Person.** A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.15 **Plat.** Lehi Ranches Subdivision Plat "A", recorded 8-30-07, as Entry No. 128571 in Book 45 at Page 460 in the official records of the County Recorder.

1.16 **Property.** The real property legally described on Exhibit A.

1.17 **Residence.** A building located upon a Lot and designated for separate residential occupancy, including a house.

1.18 **State.** Utah.

1.19 **Tenant.** Any Person who is leasing or renting a Residence or Lot.

## 2. **Architectural Control Committee**

2.1 **General.** No improvements of any kind, including the construction of any Residence, garage, outbuilding, parking area, driveway, tennis court, walkway, swimming pool, outdoor hot tub or spa, fence, wall, curb, pool, trampoline, swing set or playground equipment, satellite dish or antenna, solar panel, outside air conditioning equipment, or any other permanent structure may be constructed, erected, or installed on a Lot without the approval of the Committee. No excavation, grading, filling, draining, landscaping, or planting or removal of existing vegetation may be performed without the approval of the Committee. No approval will be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of its Residence without approval by the Committee. However, modifications to the interior of screened porches, patios, or similar portions of a Lot visible from outside the structure will be subject to Committee approval. All Residences constructed on the Lots will be designed by and built in accordance with the plans and specifications of a licensed architect. This Section 2 will not apply to Declarant's activities.**Composition of Committee.** During the Declarant Control Period, Declarant (or its authorized designee(s)) will serve as the Committee. Upon the expiration of the Declarant Control Period, Declarant will appoint at least three individuals, selected from among the Owners, to serve on the Committee. Except during the Declarant Control Period, all members of the Committee must be Owners. In the event of death or resignation of a member of the Committee, the surviving members of the Committee will have the authority to appoint another individual to fill the vacancy.**Application.** Any Owner seeking to construct improvements must submit an Application to the Committee for review. The required Application materials may include: Plot plans to scale showing the entire site, the Residence and accessory structures, garages, walks, drives, fences, lights, and retaining walls.

(b) Detailed floor plans showing dimensions and measurements.

(c) Detailed elevations showing 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.

(d) Complete descriptions of, and color and material samples for, the exterior surface of the Residence.

(e) Detailed sections, cross and longitudinal.

(f) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

(g) Such additional information as may be reasonably necessary to consider any Application. The Committee may waive certain Application requirements depending on the nature of the proposed improvements.**Standard.** During the Declarant Control Period, the Committee may approve or disapprove any Application in its sole discretion and for purely aesthetic reasons. After the expiration of the Declarant Control Period, the Committee will

approve any Application in compliance with this Declaration if the Committee reasonably determines that: (a) the proposed improvements are consistent with the architectural character of the Development, considering the nature, shape, color, size, material, location, height, form, proportion, volume, siting, and aesthetic quality of the improvements; (b) the dimensions of the Lot can accommodate the proposed improvements; (c) the proposed improvements harmonize with the exterior design, topography, grade, and finished ground elevations of neighboring Lots and improvements; (d) the proposed improvements will be adequately screened (if applicable); and (e) the proposed drainage, utility service systems, and lighting are adequate. **Approval Procedure.** The Committee will make a determination on each Application within 30 days after receipt of a completed Application and all required information. The Committee may (a) approve the Application, with or without conditions; (b) approve portions of the Application and disapprove other portions; or (c) disapprove the Application. The Committee will notify the Applicant of its decision within five days of making the decision. In the case of disapproval, the Committee will specify the reasons for disapproval or offer suggestions for curing any objections. If the Committee fails to render its decision within 30 days after receipt of a completed Application, approval will not be required and the provisions of this Section 2 will be deemed to have been fully complied with. **Assistance.** The Committee may retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State, to advise and assist the Committee in reviewing an Application.

2.7 **Fees.** The Committee may charge a fee for reviewing an Application (“**Review Fee**”) and may require the Review Fee to be paid in full before the Committee reviews an Application. The Review Fee may include the reasonable cost of having the Application reviewed by architects, engineers, or other professionals, whom the Committee may employ as it deems necessary to perform the review. The Committee may also require an Applicant to submit a deposit (“**Deposit**”) to ensure that the Applicant (a) keeps its Lot in a condition so as to prevent the rubbish and debris that accumulate during the construction or landscaping process from blowing or collecting on neighboring Lots and streets; (b) reasonably cleans up its Lot at or near the completion of the construction or landscaping process; (c) repairs any damage to the Property caused by the construction or landscaping process; and (d) otherwise complies in all respects with the provisions of this Declaration. The Committee may require that an Applicant pay the Deposit before beginning construction of the improvements or at any time during the construction period. Upon satisfactory completion of the construction of the improvements, the Committee will return the balance of the Deposit to the Applicant. The Committee may change the amount of the Review Fee or the Deposit at any time to cover increasing costs. **Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the Committee will have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. Committee decisions will be rendered in writing and will set forth the actions taken by the consenting Committee members. **Liability.** No Committee member will be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed because of any act or omission of the Committee or a member of the Committee, as long as the Committee member has acted in good faith.

2.10 **Nonwaiver.** Consent by the Committee to any matter will not be deemed to be a precedent or waiver preventing the Committee from withholding consent to any similar matter.

2.11 **Effective Period of Consent.** The Committee's consent to any Application will automatically be revoked one year after issuance unless Owner has begun construction of the proposed improvements or has applied for and received an extension of time from the Committee.

2.12 **Estoppel Certificate.** Within 30 days after written request is delivered to the Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee will provide such Owner with an estoppel certificate executed by a member of the Committee, certifying with respect to any Lot owned by the Owner that as of the date of the certificate, either: (a) all improvements located on the Lot comply with this Declaration, or (b) certain improvements do not comply with this Declaration, in which event the certificate will also identify the noncomplying improvements and specify the nature of the noncompliance. Any purchaser of the Owner's Lot and any mortgagee or other lienholder will be entitled to rely on the estoppel certificate, which will be conclusive as between the Owner, the Committee, and such purchaser, mortgagee, or other lienholder.

### 3. **Covenants, Conditions, and Restrictions.**

3.1 **Further Subdivision, Lot Line Adjustments, Property Restrictions, Rezoning.** No Lot may be further subdivided or otherwise separated into smaller parcels by any Owner, and no portion less than all of any Lot, nor any easement or other interest therein, will be conveyed or transferred by any Owner without the approval of the Committee. Lot line adjustments are prohibited without the approval of the Committee and all Owners of the affected Lots. No further covenants, conditions, restrictions, or easements will be recorded by any Owner or other Person against any Lot without the approval of the Committee. No application for rezoning of any Lot and no applications for variances or use permits will 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.

#### 3.2 **Permitted Use.**

(a) **Residential Use.** Subject to the provisions of Section 3.2(b), the Lots will be used for single-family residential purposes only.

(b) **Commercial Use Restricted.** No trade, craft, business, profession, or commercial activities of any kind will be conducted on the Property, nor will any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on the Property. However, the following will be permitted: (i) activities relating to the rental or sale of Lots; (ii) the right of Declarant or any contractor to construct improvements on a Lot, to store construction materials and equipment on a Lot in the normal course of construction, (iii) the right of Declarant to use any Residence as sales or rental office or as a model Residence for purposes of sales or rental in the Development; and (iv) the right of an Owner to maintain its professional library, records, or accounts, or to communicate with professional associates, clients, or customers in its Residence, as long as there is no external evidence thereof.

(c) **Leases.** No Lot may be leased for a period of less than 30 days. Any lease agreement will be in writing and will provide that the terms of the lease are subject to this Declaration, and that any failure by the Tenant to comply with this Declaration will be considered a default under the lease. Any Owner who leases its Lot will provide a copy of the lease to the Committee within 30 days after execution of the lease. No Lot will be subjected to time interval ownership.

(d) **Transient Lodging Use Prohibited.** Lots may not be rented for transient lodging, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers.

(e) **Use of Temporary Structures as a Residence Prohibited.** No trailer, mobile home, camper, camper shell, tent, shack, garage, barn, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind may be used at any time for a residence, either temporary or permanent.

(f) **Drilling, Mining Prohibited.** No oil drilling, oil development operations, oil refining, mining, drilling, prospecting, quarrying, mineral exploration, or similar activities will be permitted on the Property.

(g) **Unlawful Use Prohibited.** No unlawful use will be made of the Property or any part thereof, and all applicable federal, state, and local laws, ordinances, and regulations will be observed.

### 3.3 Permitted Structures.

(a) No structures will be erected or permitted to remain on any Lot except Buildings (and structures normally accessory to Buildings) that comply with this Declaration and are approved by the Committee. Any structure erected on a Lot must harmonize in design and materials with the Residence on the Lot.

(b) No mobile home, trailer house, or other previously erected, used, or temporary structure may be installed or maintained on any Lot. No derrick, oil well, tunnel, mine, or similar structure designed for use in drilling for oil, natural gas, water, or minerals will be erected or maintained on any Lot.

3.4 **Size.** Rambler-style houses will have a minimum of 1,650 finished square feet of main floor area above finished grade. Two-story houses will have a minimum of 1,200 finished square feet of main floor area above finished grade. No split entry homes are permitted. The foregoing square-footage requirements do not include garages, porches, verandas, patios, basements, eaves, overhangs, steps, or any portion beneath the top grade of the foundations.

3.5 **Setbacks.** No structure may be located on any Lot within (a) 25 feet of the front lot line, (b) 10 feet of either side lot line, or (c) 30 feet of the rear lot line. However, on corner Lots (Lots with side yards that border a street), no structure may be located on the Lot within 25 feet of the side lot line that borders the street. These minimum setbacks will be measured from the lot line to the nearest projection of the structure, including roofs, soffits, and fascias.

3.6 **Building Height.** No Lot will contain a structure that exceeds a height of two stories (not counting any basement) or 35 feet, whichever is less. Height will be measured as the vertical distance from average finish grade surface at the structure wall to the deck line of a mansard roof or the mean level between eaves and ridge for gable, hip, or gambrel roofs. Chimneys, flag poles, and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure.

3.7 **Residences.** All Residences must be constructed with new materials (except pre-approved used brick) and will be of good quality workmanship and materials and will have a fair market value upon competition of at least \$150,000, excluding land value and closing fees. The exterior materials of a Residence must consist of brick, rock, stucco, or a combination thereof. Exterior colors must be earth tones. Wood, aluminum, and vinyl exterior siding is prohibited. HardiePlank™, or equivalent product, is permitted on the front and sides of the Residence if used in combination with a brick or rock wainscot. Aluminum soffit and fascia is permitted. Fascia must be at least 6 inches wide. Roofs must have at least a 6/12 pitch and no greater than a 12/12 pitch. Flat roofs are prohibited.

3.8 **Garages.** Each Residence will have an attached two- or three-car garage. Carports are prohibited.

3.9 **Paving.** Driveways and walks may be paved with concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks. Gravel paving is prohibited.

3.10 **Nuisances.** No nuisance will 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.

(a) **Noxious or Offensive Activity.** No noxious or offensive activity will be carried out on any Lot or in any part of the Development, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Development.

(b) **Unsightliness.** No unsightliness will be permitted on any Lot. This will include, without limitation, the open storage of any building materials (except during the construction of any structure); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, recreational vehicles, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers screened from view in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from outside the Lot.

(c) **Lights.** Outdoor lighting will be designed to direct the light downward and limit the field of light to the confines of the Lot on which it is installed.

(d) **Sounds.** No continuously barking dogs, loud speakers or other noises will be permitted to continue on any Lot in a way that might reasonably be expected to annoy or

disturb other Owners, Tenants, or Guests, except for security or fire alarms and noise incident to legitimate construction and maintenance work.

(e) **Pests.** No Owner will permit any thing or condition to exist upon any portion of the Development which will induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

3.11 **Hazards.** 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 could lead to the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). All stacks and chimneys from fire places in which combustibles, other than natural gas, are burned will be fitted with spark arresters. Exterior fires are prohibited, except fires contained within appropriate receptacles as provided by City ordinance.

### 3.12 **Animals.**

(a) Owners may not feed or hunt wildlife within the Development. No wild or dangerous animals, horses, cows, pigs, sheep, fowl, livestock or animals, other than ordinary household pets that do not constitute a nuisance, will be allowed on the Property. Dogs and cats or other household pets belonging to Owners or their Tenants or Guests within the Property must be kept within an enclosure. The enclosure must be maintained such that the animal cannot escape therefrom. Any such contained enclosure areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. Invisible fencing may be used where appropriate. All dogs must be restrained on a leash when off the Owner's Lot. Animal owners are responsible for immediately picking up all animal droppings that are deposited on the Property outside of their own Lot. In no case may any household pet or other animal kept at or around a Lot be allowed to create a nuisance for neighboring Owners due to noise, odors or otherwise. No more than 2 dogs and 2 cats older than 6 months may be kept on a Lot at any time.

(b) Notwithstanding Section 3.12(a), Owners of Lots 104-117, 126, and 128-142 will be allowed keep animals on their Lots in accordance with Section 12.120(E)(3) of the City Code, as amended.

(c) Each Owner (i) acknowledges that the Lot Owners listed in Section 3.12(b) have rights to maintain large animals on their Lots in accordance with the City Code, and that a primary objective of the Development is to protect these rights; (ii) agrees not to oppose or otherwise seek to limit these rights in the Development; (iii) acknowledges that the enjoyment of its Lot is subject to the typical sounds, odors, sights, equipment, facilities, and all other aspects associated with an agricultural lifestyle; and (iv) accepts the risks associated with living near and among livestock.

3.13 **Signs.** No signs will be permitted on a Lot except as follows: (a) one for-sale sign no larger than 5 square feet; (b) one political sign, no larger than 5 square feet; political signs must be removed within 48 hours after the occurrence of the election to which they pertain; (c)



one sign, no larger than 100 square feet, placed by a contractor or builder to advertise the improvements being constructed on a Lot; (d) traffic-control signs placed by the City; (e) temporary signs warning of an immediate danger; (f) signs placed by Declarant or its agents in connection with the sale of the Lots.

### 3.14 Utilities; Sewer; Drainage; Fuel; Service Facilities.

(a) **Utilities.** All power lines and other utility cables will be buried underground.

(b) **Sewer Connection Required.** All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Units must be connected to the sanitary sewer system.

(c) **Drainage.** Gutters and leaders will be connected to an underground drainage system. Each Lot Owner will ensure that surface water from its Lot or the improvements thereon is not unreasonably discharged or spread onto the surface of any sidewalk, street, or adjoining Lot.

(d) **Fuel.** No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on a Lot. Units must be heated with natural gas, solar, or electric power. Propane or other containerized fuels, other than small tanks for outdoor barbecues, may be used only during construction of a Residence until the permanent heating system is installed and operational.

(e) **Service Facilities.** Clotheslines, service yards, storage yards, and mechanical equipment on any Lot that are visible from outside of the Lot are prohibited.

### 3.15 Construction.

(a) No structure may be constructed on a Lot before the Residence is completed. The construction of any improvement on a Lot, including painting and all exterior finish, will be completed within 12 months after the beginning of construction. The Committee may extend this deadline when an Owner is unable to meet it because of undue hardship.

(b) No construction materials may be placed or stored upon any Lot until the Owner is ready to begin construction of the improvements. Construction material will be kept within the confines of the Lot upon which the improvements are to be constructed. The construction area will be kept reasonably clean, free of litter, and in workmanlike order during the construction period. All unimproved Lots will be kept in a neat and orderly condition, free of brush, vines, weeds, and other debris.

### 3.16 Landscaping.

(a) Landscaping may include a combination of lawn, shrubs, or ground cover. 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 in not more than 25% 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 will be determined by the Owner subject to approval by the Committee.

(b) Only such foliage will be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation of the Residence and accessory structures, and preparing for lawns and patio areas. Trees that obstruct the view from neighboring Lots may be pruned or removed by the Committee.

(c) No planting or structures will 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.

(d) The front yard of each Lot (from the front lot line to the front line of the Residence) must be landscaped within one year after a certificate of occupancy is issued for the Residence. The remainder of the Lot must be landscaped within two years after a certificate of occupancy is issued for the Residence.

(e) Each Lot Owner will install (if applicable) and maintain an outdoor sprinkler system for fire protection and irrigation.

**3.17 Easements.** Easements for installation of and maintenance of utilities, drainage facilities, and water lines are reserved as shown on the Plat. Within these easement areas, no structure, planting, or other materials will be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change, obstruct, or retard the flow of water through drainage channels in the easement areas. The easement area on each Lot and all improvements thereon will be maintained continuously by the Lot Owner, except for those improvements which a public authority or utility company is responsible for.

**3.18 Antennas.** No shortwave radio antennas or large ground mounted satellite dishes may be installed on any Lot. A single satellite dish, no larger than 48 inches in diameter, is permitted as long as it is placed or screened so that it is not readily visible from outside of the Lot.

**3.19 Solar Equipment.** Solar panels must be integrated into roof design, and all related equipment must be screened from view.

**3.20 Fences and Walls.** Fences and walls must be constructed of stucco, wood, brick, masonry, stone, vinyl, or wrought iron. Fences and walls must be color-coordinated with the Residence. Use of landscaping hedges instead of fencing is encouraged. No fence, wall, or hedge may exceed 6 feet in height. No fence, wall, opaque hedge, or screening materials (other than pre-construction natural vegetation) may be maintained within: (a) a required front yard setback; (b) any portion of a rear yard which is highly visible from any non-adjointing Lot or street in the Development; and (c) any portion of the Lot having a slope greater than 30%. On corner Lots, no fence, wall, or hedge located in the side yard bordering a street may exceed 3.5 feet.

3.21 **Basements.** No structures in the Development may be constructed below natural grade. Each Owner assumes all risks associated with the construction of a structure below the top back of curb including the risk of flooding due to a high water table. Each Owner agrees to indemnify and hold harmless Declarant, The Boyer Company, L.C., and any of their respective affiliates from any damage or claim arising from the placement of a structure below the top back of curb.

3.22 **Agricultural Protection Area.** Each Owner acknowledges (a) that the Development is located in the vicinity of an "agriculture protection area" (as that term is defined in Utah Code § 17-41-101); and (b) that the enjoyment of its Lot is subject to any annoyance or inconvenience which may result from normal agricultural uses and activities.

3.23 **Front Entry and Exposed Foundation.** The main entrance of a Residence will be no higher than 6 feet above the top back of curb as measured from the bottom of the door. Exposed concrete from the foundation of the Residence will be limited to no more than 18 inches in height.

3.24 **Deviations.** Deviations from the standards and restrictions set forth in this Section 3 may be allowed only with the approval of the Committee, for good cause shown.

#### 4. **Enforcement.**

4.1 The Committee is empowered to take such action as may be necessary to restrain or enjoin any violation of this Declaration. All costs, including attorneys' fees, of such enforcement will be borne by the Owner who is in violation of this Declaration. Except in case of emergency, the Committee will provide an offending Owner with notice and reasonable opportunity to be heard before taking further action to enforce this Declaration.

4.2 The Committee may at any reasonable time, upon reasonable notice to the Lot Owner, enter upon any Lot: (a) to determine whether the use or improvements of the Lot comply with this Declaration; or (b) to enforce this Declaration in accordance with Section 3.24. No such entry will be deemed to constitute a trespass or otherwise create any right of action in the Lot Owner.

#### 5. **Addition or Withdrawal of Property**

5.1 **Annexation of Additional Property.** Declarant may from time to time and in its sole discretion annex to the Development as Additional Property any real property now owned or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to the Development. The annexation of such real property will be accomplished as follows:

(a) The owner or owners of such real property will record a declaration which will be executed by or bear the approval of Declarant and will, among other things, describe the real property to be annexed, establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants, and conditions applicable to such property, and declare that such property is held and will be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration.

(b) The property included in any such annexation will thereby become a part of the Development and subject to this Declaration.

(c) There is no limitation on the number of Lots Declarant may create or annex to the Development, except as may be established by City ordinance.

**5.2 Withdrawal of Property.** Declarant may withdraw property from the Development only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of any Additional Property at any time before the sale of the first Lot in such Additional Property. Such withdrawal will be effected by a declaration executed by Declarant and recorded in the office of the County Recorder.

**6. Amendment and Repeal.** During the Declarant Control Period, this Declaration may be unilaterally amended by Declarant for any purpose without the consent of any Owner. After the expiration of the Declarant Control Period, this Declaration may be amended or repealed by the approval of at least 67% of the Owners. However, (a) no amendment under this Section will create, limit, or diminish special Declarant rights without Declarant's written consent; and (b) no amendment under this Section will change the boundaries of any Lot without the consent of the Committee and all Owners of the affected Lots.

## **7. Miscellaneous.**

**7.1 Joint Owners.** Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

**7.2 Tenants and Guests.** Tenants and Guests using the Property under rights derived from an Owner will comply with the applicable provisions of this Declaration. Each Owner will be responsible for its Tenants' and Guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner itself.

**7.3 Construction; Severability; Number; Captions; Exhibits.** This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Recitals. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit any of the provisions of this Declaration. All exhibits attached to this Declaration are incorporated into this Declaration by reference.

## **7.4 Approvals, Notices, and Other Writings.**

(a) Within 15 days after taking title to a Lot, the Owner of the Lot will provide the Committee with the Owner's postal address (if other than the address at the Lot), phone number, fax number, and email address (if available), and will provide the Committee

with a copy of the instrument by which the Owner acquired title to the Lot. An Owner will notify the Committee of any change in its contact information within 15 days after the change.

(b) Declarant and the Committee may deliver any approval, notice, or other writing permitted or required to be delivered to an Owner under this Declaration: (i) in person, (ii) by certified first-class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized commercial carrier, postage prepaid, or (iii) by fax. Delivery of such notice or other writing will be deemed made: (a) two business days after having been deposited with the United States Postal Service or nationally recognized commercial carrier, addressed to the address provided pursuant to Section 7.4(a) (or at the Lot, if applicable); or (b) as soon as the sender receives electronic confirmation that the fax has been delivered to the fax number given in accordance with Section 7.4(a), so long as the recipient has previously consented to receive notices by fax.

(c) Any approval, notice, or other writing required to be delivered to Declarant or the Committee under this Declaration will be delivered in person, by certified first-class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized commercial carrier, postage prepaid, and addressed as follows: if to Declarant or the Committee during the Declarant Control Period, 90 S 400 W, Ste 200, Salt Lake City, UT 84101-1365; if to the Committee after the expiration of the Declarant Control Period, at the address of any Committee member. Delivery of such notice or other writing will be deemed made two business days after having been deposited with the United States Postal Service or nationally recognized commercial carrier, addressed to the applicable address.

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

**Boyer Lehi Ranches, L.C.,**  
a Utah limited liability company,  
by its manager:

The Boyer Company, L.C.,  
a Utah limited liability company

By: 

Name: Steven B. Ostler  
Title: Manager

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

The foregoing instrument was acknowledged before me this 7 day of September, 2007, by Steven B Ostler, a manager of The Boyer Company, L.C., a manager of Boyer Lehi Ranches, L.C.

  
Notary Public



**Exhibit A**

Legal Description of the Property

Lots 102 through 142, Lehi Ranches Subdivision Plat "A".