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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WILD MARE FARM, PLAT A-2

(a subdivision created pursuant to U.C.A. 17-27-801 et seq.)

THIS DECLARATION, containing covenants, declarations and restrictions relates to Wild Mare Farm Plat A-2, a twelve Parcel development (a subdivision as provided for in U.C.A. 17-27-801 et seq.), approved pursuant to a resolution of the Wasatch County Commission, October 31, 1994. This declaration is made on this 14 day of May, 1997, by Wild Mare Farm, L.L.C., a Utah limited liability company, Declarant herein, as owner of the Property, for itself, its successors, grantees and assigns, with the full intent of creating and imposing covenants running with the land to which any person acquiring an interest in the land shall take it absolutely subject to the covenants, conditions and restrictions outlined herein and shall be aware that all property within Wild Mare Farm, Plat A-2, as it is described herein, shall be subject to this Declaration.

The property which is subject to this Declaration is situated in Wasatch County, State of Utah, shall be known as Wild Mare Farm, Plat A-2 and is described more particularly as:

Beginning at a point which is N 89 58' 38" W 30.00 feet and N 00 07' 54" E 831.11' and West 1312.60 feet from the calculated east one-quarter corner of section 10, T 4 S, R 5 E, SLB&M, Said calculated corner being located 0.96 feet North and 7.42 feet west from the Wasatch County Surveyor's brass cap:

Thence West 1018.30 feet; thence North 32.86 feet; thence West 314.06 feet; to a fence line; thence N 1 28'01" W 127.93' along a fence line; thence N 0 21'20" W 353.40 feet; along said fence line to a fence corner; thence S 89 53'22" E 657.12 feet along a fence line to a fence corner; thence N 89 38'09" E. 331.65 feet along a fence line to a fence corner; thence S 89 42' 55" E 330.77feet along a fence line; thence South 295.88 feet; thence East 18.30 feet; thence South 217.50 feet to the point of beginning.

Containing 15.40 acres more or less

Basis of bearing: Utah State Plane Coordinate System, Central

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WASATCH CO RECORDER-ELIZABETH M PARC
1997 MAY 14 15:41 PM FEE \$61.00 BY
REQUEST: FOUNDERS TITLE COMPANY

RESERVING UNTO DECLARANT, however, such easements and right of ingress and egress over, across, through, and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a

manner not inconsistent with the provisions of this Declaration) to construct a Residence on each and every Parcel. If, pursuant to this reservation, the above described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire fifty (50) years after the date on which this Declaration is filed of record in the Wasatch County Recorder's Office.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all instruments of record which effect the above described tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all pipelines, valves and ditches; all visible easements and rights of way; and all easements and rights of way of record. The rights and interests of Lake Creek Irrigation Company which includes easements of irrigation ditches, pipes, lines, valves, and other equipment.

Declarant intends to sell fee title interest in the lots (also referred to as Parcels herein) developed as described herein, subject to this Declaration. Each of the Parcels as described herein shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01: "Property" or "Project" shall mean all the real property described above, consisting of all twelve parcels of Wild Mare Farm, Plat A-2.

Section 1.02: "Map" shall mean the map or plat of the Property prepared by Thurman E. Madden, Registered Land Surveyor..

Section 1.03: "Parcel" shall mean any of the plots of land or parcels shown on Map of the Property.

Section 1.04: "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

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Section 1.05: "Owner" shall mean the record owner of a fee simple title to any Parcel which is a part of the Property. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like

instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 1.06: "Mortgage - Mortgagee - Mortgagor." Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of the deed of trust.

Section 1.07: "Family" shall mean a group of natural persons related to each other by blood or legally related to each other by marriage or adoption.

Section 1.08: "Residence" shall mean any building constructed on the Property as a dwelling (including its garage).

Section 1.09: "Committee" shall mean the Architectural Control Committee created pursuant to Article III hereof.

Section 1.10: "Streets" shall mean all streets located or to be located on the Property which have been dedicated to Wasatch County.

Section 1.11: "Out Buildings" shall mean structures used in conjunction with caring for permitted animals or storage of equipment used on the Parcel or for storage purposes.

Section 1.12: "Stomp Lot" shall mean an area of not greater than 2,500 square feet where animals are confined and provided feed, water and shelter.

ARTICLE II

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GENERAL RESTRICTIONS AND REQUIREMENTS

Section 2.01: Land Use and Building Type. Except as otherwise expressly contemplated herein, all Parcels shall be used exclusively for single family residential purposes. Except as may be specifically provided in Article III hereof, no building shall be erected, altered, placed or permitted to remain

on any Parcel other than one detached single family dwelling with enclosed garage for at least two cars, and no Parcel may be divided, subdivided or separated into smaller parcels. In the event applicable zoning or other ordinances permit, a single guest house may be constructed after the Residence has been completed. No lands within the Property shall ever be occupied or used by or for any Residence or purpose or in any manner which is contrary to this Declaration or the zoning regulations applicable thereto validly in force from time to time. Driveways shall be either 6 inches compacted gravel, asphalt laid over 4 inches of compacted gravel or concrete. No area greater than one-half acre may be irrigated or other wise watered for the purpose of growing any vegetation. Each Parcel may have one Out Building, which may be constructed after the completion of the dwelling. This structure shall conform generally to a high standard of design and finish for structures of this type, so that it will be aesthetically pleasing to the extent reasonably possible given its purpose. In the event that this Out Building shall be used to care for animals it shall be erected within the Stomp Lot.

Section 2.02: Dwelling Size and Materials No single story dwelling shall be constructed, altered, placed or permitted to remain on any Parcel unless the main floor area, exclusive of basement, open porches and garages, is 1,800 square feet or greater. No multistory dwelling shall be constructed, altered, placed or permitted to remain on any Parcel unless the main floor and other floors, exclusive of basements, open porches and garages is a total of 2,400 square feet or greater. Unless prior written approval is first given by the Committee, no artificial stone or thin brick may be used in the exterior construction of a dwelling. No plywood, aluminum siding, T-111, pressed board or cinderblock may be used as an external finishing material. Structures with split logs on the exterior are generally unacceptable and will be permitted only in exceptional cases in which the Committee finds the design to be distinctive and in harmony with the Property, other Residences and the surrounding area. Prior written approval by the Committee must be given on the use of any aluminum or vinyl for soffits and fascia materials. Tar and gravel roofs are prohibited. No dwelling or other building shall be higher than twenty (20) feet from ground to square, and

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no part thereof shall exceed thirty (30) feet. All stacks and chimneys from fireplaces or stoves in which combustibles, other than natural gas, are burned shall be fitted with spark arresters.

Section 2.03. Building Location. No building walls or foundation shall be located on any Parcel nearer to the front parcel line than forty feet (in the case of a corner lot the set back shall be forty feet on each side facing a street), or twenty feet to the side yard, or thirty feet to the rear lot line, or such greater distance as may be required to meet the minimum building setback described under prevailing zoning. In addition to compliance with the foregoing, an Out Building shall be constructed further from the front parcel line than the rear of the dwelling.

Section 2.04. Building and Landscaping Time Restrictions The exterior construction of all structures shall be completed within a period of one (1) year following commencement of construction. The Residence construction shall be completed within eighteen (18) months following commencement of construction as evidenced by a final Certificate of Occupancy. The front and side yards of each Parcel shall be landscaped within a period of nine (9) months following completion or occupancy of each dwelling, whichever shall occur first. Rear yards shall be landscaped within a period of twenty-four (24) months following completion or occupancy of each dwelling.

Section 2.05. Underground Utility Lines. All water, gas, electrical, telephone, and other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

Section 2.06. Nuisances. Unreasonable Annoyance. Noxious and Hazardous Activities. No noxious or offensive activity shall be carried on upon any Parcel nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to others. Except for legitimate construction and maintenance purposes, no excessively loud noises shall be permitted in the Project. Use of fireworks of any kind is absolutely prohibited. No activities shall be conducted on any Parcel and no

improvements constructed on any Parcel which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Parcel.

Section 2.07. Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Parcel without written approval having been first obtained from the Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale. The Committee may cause all unauthorized signs to be removed, and it or its agents are authorized to enter upon any Parcel for this purpose, and shall not be liable for any damage reasonably incurred in such removal (including the value of the sign). This section shall not apply to any sign used by Declarant or its agents in connection with the construction and sale of the Parcels or Residences. No other signs shall be erected or allowed to remain on any Parcel, including but without limitation, commercial, informational or directional signs or devices, except signs approved in writing by the Committee as to size, materials, color, and location: (a) as necessary to identify ownership of the Parcel and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

Section 2.08. Antennas. All television and radio antennas or other electronic reception devices, specifically including satellite dishes, shall be completely erected, constructed and placed within the enclosed area of a Residence or fenced or landscaped in such a manner that no portion thereof is visible from any Street, any Parcel or adjoining property, at any time during the year. Such fencing or landscaping must first be approved in writing by the Committee prior to installation. Any fencing or landscaping to obscure from view any device shall be done and maintained in a tasteful manner in conformity with such requirement as the Committee may require.

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Section 2.9. Animals. All Owners shall adhere to any and all applicable county or other ordinances in respect to animals, including but not limited to types, numbers, etc. It is recommended that

each Owner familiarize itself with all restrictions. No large farm animals may be maintained for any length of time on any Parcel, other than a maximum of two horses. Any horses or other animals approved by the Committee (other than household pets) shall be maintained within the Stomp Lot. In addition to the limitations on the maximum number of domestic animals permitted under applicable law, the maximum number of such animals shall not exceed the following: (a) two dogs, (b) two cats, and (c) such other animals approved by the Committee in order to meet the requirements of Wasatch County or the Utah Farmland Assessment Act of 1969, as amended (or any successor legislation thereto) as such requirements may be interpreted by the Committee in its sole discretion. Any animal or fowl must be restricted and maintained strictly within the Stomp Lot. Notwithstanding the foregoing, no animals or fowl may be kept on a Parcel which result in annoyance or are obnoxious to residents in the vicinity. In the event a horse or two horses or other animals (as approved by the Committee) are kept on the Stomp Lot, suitable shelter shall be provided by way of an Out Building. Storage of feed shall be no closer to the front lot line than the rear of the dwelling.

A. Suitable watering facilities shall be maintained, but shall require the prior approval of the Committee. In approving water facilities the Committee shall determine that the proposed watering facility has a water control feature to prevent overflow and it located in the rear yard area on a concrete base surrounded by a gravel area of not less than ten feet.

B. Suitable fencing, including matching gates, shall be erected and maintained around the perimeter or the Stomp Lot to contain the horses or other approved animals as provided for in paragraph 2.15 (it is recommended that a three rail white vinyl fence consistent with the fence adjacent to the Streets be used).. At least weekly all manure shall be collected and removed from the Parcel. The location and use of all facilities for animals shall conform to all applicable laws, rules and ordinances.

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C. The location and layout of a typical Stomp Lot is shown in Attachment "1". All Stomp Lots shall meet the minimum standards of the typical stomp lot and shall be approved by the Committee in advance of construction, and shall be maintained to those same standards.

D. All Stomp Lots shall be cleaned at least in the May-June and September-October time periods, or more often as may be required to avoid any nuisance or unsightly condition to arise.

E. Each Stomp Lot shall have a soil berm or a concrete wall constructed on the down gradient of the lot (see typical stomp lot layout, Attachment "1" for standards) that will result in the Stomp Lot containing the runoff from a 24 hour 10 year storm event. This runoff has been determined to be 435 cubic feet of water.

F. All pastures shall be maintained to the generally accepted standards of the Utah State Extension Service for the Heber Valley Area.

G. The location and use of all facilities for animals shall conform to all requirements of the Development Code of Wasatch County and all other applicable laws or ordinances.

Section 2.10. Storage of Vehicles and Materials. No truck larger than 3/4 tons, trailers, recreational vehicles, including campers, boats, motor homes, tractors, agricultural implements and similar equipment, shall be permitted to remain upon any Parcel unless placed or maintained within a garage or out building or located behind a fence or permanent landscaping in such a manner that no portion thereof is visible from any Street, any Parcel or adjoining property at any time during the year. Any fencing or landscaping to obscure from view any device, vehicle, implement or equipment shall be done and maintained in a tasteful manner in conformity with such requirement as the Committee may require, and must be approved by the Committee prior to installation. Any variation from the foregoing requirements, must be approved in writing by the Committee prior to installation. Recreational or other vehicles or equipment shall not be parked overnight on any Street or for more than twenty-four (24) hours in any Driveway and shall be allowed to remain more than twenty-four (24) hours on a Parcel only if housed in a garage, out building, or

located behind fencing or landscaping entirely obscured from view from any street, any other Parcel or adjoining property. Failure to comply with the provisions hereof shall constitute a nuisance. No storage of articles, materials equipment or vehicles of any nature is permitted in the front portion of any Parcel except that a reasonable number of regularly used and operable passenger vehicles may be parked on Driveway areas so long as they do not interfere with the use of the Driveway by any other person who has a valid right of use.

Section 2.11. Rubbish and Unsightly Debris, Etc. Notwithstanding any other provision in the Declaration, no Owner shall allow such Owner's Parcel to become so physically encumbered with rubbish unsightly debris, equipment, vehicles, weeds or other things or materials so as to constitute any eyesore as reasonably determined by the Committee. Within twenty (20) days of receipt of written notification by the Committee of a violation of such prohibition the Owner shall be responsible to make appropriate corrections. All property and improvements on any Parcel shall be kept and maintained by the Owner in a clean, safe, attractive and sightly condition and in good repair and pursuant to such design and landscaping guidelines as may be adopted by the Committee from time to time.

Section 2.12. Temporary Structures, Etc. No structure of a temporary character, or trailer, camper, recreational vehicle, tent, shack, garage, or other outbuilding shall be used on any Parcel at any time as a residence either temporarily or permanently, unless first approved in writing by the Committee.

Section 2.13. Non-Residential Uses. No part of the Property shall be used for any commercial, manufacturing, mercantile, vending, or other such non-residential purposes. Provided, however, that professional and administrative occupations may be carried on within the Residence so long as there exists no meaningful external evidence thereof, and further complies with all applicable laws and ordinances. The Declarant, its successors or assigns, may use the Property for a model homesite, display, and sales office during periods of construction and sales.

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Section 2.14. Drilling Operations. No oil drilling, oil developing operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Parcel, nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick, equipment or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Parcel. Equipment necessary to drill a water well shall be permitted only during such time as reasonably required for such purpose.

Section 2.15: Fences and Walls, Hedges and Screens. All fencing of any Parcel, including without limitation perimeter fencing, shall have a continuity of appearance in keeping with the setting and surroundings of the Property. The term "perimeter fencing" is defined to mean fences along or near Parcel lines or Driveways or fencing not connected with a building or structure. Unless otherwise approved by the Committee, each Parcel Owner shall install, maintain, repair and replace fencing in the locations as such Owner's Parcel depicted on Exhibit "1" attached hereto. All fencing shall be of a type specified by the Committee. No fences, walls or non-living screens shall be constructed on any Parcel without written approval first having been obtained from the Committee, and in no event shall approval be given to pre-cast fences or chain link fences which utilize slats of vinyl, wood or metal. No fence, hedge, wall, landscaping or screen of any kind shall be erected so as to constitute a traffic hazard, particularly near corners and street intersections. It is encouraged, and may be required, by the Committee, that Owners use three rail white vinyl fence consistent with the fence adjacent to the Streets to, among other purposes, maintain the rural atmosphere of the Project

Section 2.16. Landscaping. All front yards, side yards, and rear yards shall be landscaped to the required minimum standards as contained in Section 2.04. Landscaping shall consist of sod, shrubbery, flowering plants, trees, with at least two of these categories being used on each Parcel, and in any event the landscaping must be approved in advance by the Committee. The landscaping shall be maintained as approved and all modifications to the approved landscaping plan must receive the Committee's prior

approval. The landscaping shall extend a minimum of twenty feet on side yards from the dwelling and thirty feet on front and rear yards. Each Parcel shall be landscaped and maintained by the Owner of such Parcel in such a manner so as to prevent any erosion thereof and migration of water and soils or vegetation and other refuse upon adjacent Streets or adjoining property. The area of each parcel which is not irrigated or watered shall be landscaped using a dry seed mix.

Section 2.17. Entrance Signs and Easements. The Declarant may erect a sign (and such lighting, landscaping and other improvements incidental thereto as Declarant may determine) at entrances of the Property. If such signage and related improvements are installed, they shall thereafter be maintained and repaired by the Parcel Owners. Parcels are expressly subject to a perpetual easement for this purpose and the maintenance of the signs, and further agree that the area may be maintained by the Parcel Owners.

Section 2.18. Environmental Concerns. All Owners prior to obtaining a building permit shall have a Parcel placement plan submitted to Wasatch County, to the extent it may require such plan, that addresses soils, seismic conditions, re-vegetation of natural areas (indicating areas where natural vegetation is to be removed and plans for the replanting of those areas), and grading of the site including cuts and fills.

Section 2.19. Deviations. Deviations from the standards herein outlined may be allowed by the Committee only for good cause shown. The decisions of the Committee on matters affecting aesthetics for the overall development shall be final.

Section 2.20: No Unsightliness. No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing: (a) No unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be kept or permitted to remain upon the Property, except equipment and tools when in actual use for maintenance or repair; (b) no trailers, mobile homes, motorhomes, tractors, truck campers, or trucks other than pickup trucks, or provided for in Section 2.11, shall be kept or permitted to remain upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired, or abandoned upon any of the Property; (d) no lumber, grass, tall

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weeds, shrub or tree clippings, plant waste, metals, bulk materials including topsoil, rock, sand, gravel or unsightly material shall be kept, stored or allowed to remain: (e) no hanging, drying or airing of clothing or household fabrics shall not be permitted outside of a Residence or on a Parcel if visible from other Residences, Parcels or areas surrounding the Property; and (f) no animal or agricultural waste, carcasses, refuse or other waste materials, shall be allowed to accumulate above such levels as the Committee may determine from time to time.

Section 2.22: No Annoying Lights, Sounds, or Odors. No light shall be emitted from any Parcel or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Parcel or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Residences; and no odors shall be emitted from any Parcel or Property which is noxious or offensive to others.

Section 2.23: Exception for Declarant. Notwithstanding the restrictions contained in this Article, for the five (5) year period following the date on this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, Declarant shall have the right to use any Parcel or Residence owned by it in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement and/or sale of all Parcels owned by Declarant.

ARTICLE III

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ARCHITECTURAL CONTROL COMMITTEE

Section 3.01. Committee Appointment and Composition. The Committee shall ultimately consist of three (3) members, who may or may not be Parcel Owners within the Project. The Committee shall consist of two members selected by the Declarant with the one remaining membership being selected by the majority of Parcel's Owners. At such time as 80% of the Parcels are sold or in ten (10) years, whichever

comes first, the Declarant's right to select such Committee pursuant to the foregoing sentence shall be reduced to one member, which shall continue until all Parcels have been sold, at which time Declarant's right to select a member shall expire. The majority of Parcel Owners shall select of members of the Committee not selected by the Declarant. The Committee shall have and exercise all of the powers, duties, and responsibilities set out in this Declaration. Two(2) Members of the Committee shall constitute a quorum for the conducting the business of the Committee. The Committee shall act by a majority vote of those present in any meeting duly called for conducting the official business of the Committee members. No Committee members shall be entitled to any compensation for services performed pursuant to this Declaration. However, the Committee may, at its discretion, employ an outside professional architect or engineer or other consultants or professionals to assist it in its functions and a reasonable fee (to be established by the Committee) may be charged to the Parcel Owner for such services and such fee shall be an assessment against such Parcel Owner and Parcel. No member of the Committee shall be liable to any person for a decision or failure to act in making a decision as a member of the Committee.

Section 3.02. Scope. No building, Residence, dwelling, garage, carport, wind generation device, out building, accessory building, tennis court, swimming pool, pond, parking area, bridge, antenna, flag pole, curb, walk, fence, wall, non-living screen or other structure or landscaping shall be commenced, erected, placed or meaningfully altered on any Parcel until the plans, specifications and plat plans showing the location and nature of such structure, building, landscaping or other improvement or meaningful alteration have been submitted to and approved in writing by the Committee, which may consider such factors as (but not limited to) the quality of the workmanship and material, design, harmony of external design and existing project structures, location with respect to topography and finish grade elevation, preservation and enhancement of the natural beauty of the area, and safety. The Committee shall endeavor to control the location of each Residence or structure to insure minimum interference with the views of other Parcels insofar as is practical, consistent with elevations and limitations outlined. Understanding that it

cannot control all interference with views of other homes or aesthetic objections, the Committee will simply try to accommodate interested Owners consistent with each Owner's concerns, and expect a compromise to their respective objectives. The Owners will be bound by that determination.

The Committee may condition such approval on the Parcel Owner depositing cash in a reasonable sum with the Committee, the purpose of which shall be to further ensure that the Parcel Owner (1) fulfill such Owner's responsibility to keep its Parcel in a condition so as to prevent the rubbish and debris which accumulates during the construction process from blowing or collecting on neighboring Parcels, and (2) reasonably cleans up its Parcel during and at or near the completion of the construction process. If the Parcel Owner fails in either of these two responsibilities, the deposit may be kept by the Committee as a fine upon such Parcel Owner or as liquidated damages. If any such failure is not remedied within fourteen (14) days after written notice thereof, the Committee may remedy such itself and in connection therewith it shall have reasonable access to the Parcel and shall charge the Parcel Owner for the reasonable cost of the remedy and such charge shall be an assessment against such Parcel Owner and a lien against such Parcel enforceable in the manner provided in Section 7.10 hereof.

Section 3.03. Process of Approval. Plans and re-submittals thereof shall be approved, disapproved or otherwise acted upon in writing within forty-five (45) days. All plans and specifications and other materials shall be submitted in duplicate. One (1) set shall be returned to the Parcel Owner. Failure of the Committee to respond to a submittal or re-submittal of plans or materials within forty-five (45) days shall be deemed to be an approval of plans as submitted or re-submitted.

If, after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the Parcel otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and mortgages, in good faith and for

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value, be deemed to comply with all of the provisions hereof unless a notice of such noncompliance or non-completion, executed by one member or more of the Committee, shall appear of record in the office of the County Recorder, or legal proceedings shall have been instituted to enforce compliance with these provisions. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any residence shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other Residences or structures. Upon approval of the Committee acting in accordance with the provisions of this Declaration, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

Section 3.04: Fee. A minimum fee of \$100.00 shall be paid to the Committee to cover costs and expenses of review. Improvements to be made after the initial improvements which will cost less than \$500.00 shall be submitted as directed to the Committee for approval but the fee of \$100.00 shall not be required.

Section 3.05: Variances. The Committee has the authority to deviate from the requirements contained herein when, in the reasonable opinion of the Committee, extenuating circumstances exist, or if strict compliance with these covenants would create an unreasonable hardship or burden for a Parcel Owner. An affirmative vote of a majority of the members of the Committee must be gained for a variance to be granted. The Committee does not, however, have authority to allow deviation from governmental requirements and restrictions, including, but without limitation the Wasatch County Code.

Section 3.06: General Requirements. The Committee shall endeavor to see that all improvements, construction, landscaping, and alterations on the lands within the Property conform and harmonize with the natural surrounding and with existing structures as to external design, materials, color, sitting height, topography, grade and finished grade elevation. Residences or other buildings constructed on

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hillsides should reflect a sensitivity to the overall prominence of the Residence or building with regard to exposed foundation, overall height and visibility.

Section 3.07: Architectural Committee Not Liable. The Committee shall not be liable in damages to any person submitting any plans for approval, or to any Owner or Owners or Mortgagee or Mortgagees of lands within the Project, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or group acquiring the title to any land in the Project or any person submitting plans to the Committee for approval, by so doing shall be deemed to have agreed and covenanted that it he, she, or they will not bring any action or suit to recover damages against the Committee, its members as individuals, or its advisors, employees, or agents.

Section 3.08: Written Records. The Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this Declaration which records shall be maintained for a minimum of five (5) years after approval or disapproval.

Section 3.9: Occupancy. No Residence within the Property shall be occupied until and unless the Owner of any Residence shall first have obtained a written final inspection and approval from the Committee stating that the Owner has completed the residence in accordance with, and complied with, all approved plans and is entitled to occupancy.

ARTICLE IV

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EASEMENT AND FLOOD CONTROL

Section 4.01. Utility Easements. Easements for installations and maintenance of drainage facilities and public utilities are generally reserved over the front, rear, and side ten(10) feet of each Parcel. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. However, the Committee may

approve a structure such as a fence or wall or landscaping where constructed at the Parcel Owner's risk of having it dismantled, taken out, or destroyed and the original conditions restored at the sole expense of such Parcel Owner where necessary because of the need for drainage or public utility servicing, installation, alteration or repairs by a utility company or as required by public authority.

Section 4.02. Flood Control Responsibility. Construction of berms, channels, or other flood control facilities located or to be located on a Parcel is the sole responsibility of the Parcel Owner and shall be done in accordance with flood control district plans approved by Wasatch County and F.E.M.A. Such construction shall commence at the time the Parcel is graded or otherwise altered from its natural state.

ARTICLE V

VIOLATIONS

Section 5.01. Committee's Powers and Enforcement. Enforcement shall be accomplished by any lawful way, including proceeding at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain or eliminate violation or recover damages. The violator shall be required to pay the expenses incurred therein, including reasonable attorney fees. No liability shall attach to the Committee in acting pursuant to the provisions of this Declaration.

If, after due notice, a Parcel Owner fails to remedy a violation, an Owner may (in addition to other lawful remedies available to it) cause such violation or condition to be remedied and the cost thereof shall be charged to the Owner of the Parcel, in which event such costs shall be deemed a special assessment to such Owner and shall attach to his Parcel, and shall be subject to levy, enforcement and collection by the Committee in accordance with the assessment lien procedure provided for in this Declaration at Article VII.

Failure to comply with any of the provisions in this Declaration or rules or regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The terms

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of this Declaration shall be liberally construed to effectuate their purposes in creating conditions that are supportive of maintaining the environment and a spirit of comity among neighbors, and any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

Section 5.02. Enforcement by Others. Additionally and after at least , thirty (30) days notice in writing, an Owner not at the time in default hereunder, or Declarant, shall have the option of bringing an action for damages, specific performance, or injunctive relief against any other defaulting Owner, and in addition may sue to have enjoined any violation of this Declaration. Any judgment shall include a reasonable sum for attorneys fees in favor of the prevailing party. Each remedy provided in this Declaration shall be cumulative and not exclusive or exhaustive. The Committee shall have the right but not the obligation to pursue any complaint by a Parcel Owner.

Section 5.03. Rights of Entry. The Committee shall have the limited right of entry in and upon all Parcels to view the exterior only of all Residences and other improvements, structures and other conditions for the purpose of assuring compliance with Declarations herein only after reasonable notice to the Owner.

ARTICLE VI

DURATION AND AMENDMENT

Section 6.01. Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Recorder, meeting the requirements of an amendment to this Declaration as set forth in Section 2 of this Article VI.

Section 6.02. Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Owners at which meeting such amendment is to be discussed.

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No amendment shall be effective unless approved by not less than seventy-five (75%) of the record Owners of all Parcels at the time of such amendment, including Parcels owned by Declarant.

Nevertheless, Declarant may at any time amend the Declaration to qualify the Project with lending institutions, and until the close of the escrow established for the sale by Declarant of its last Parcel in the Project, Declarant shall have the sole right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification. The "close of escrow" shall be deemed to be the date upon which a deed conveying the last Parcel in the Project is recorded.

Section 6.03. Required Governmental Approval. No proposed amendment shall become effective until it has been specifically approved by the Wasatch County Commission.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Severability. Invalidation of any one of these covenants, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 7.02. Singular Includes Plural. Whenever the context of the Declaration requires same, the singular shall include plural, and the masculine shall include the feminine.

Section 7.03. Covenants, Etc., Shall Run with the Land. All of the limitations, restrictions, easements, conditions, and covenants herein shall run with the land and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner and are imposed upon the Property as a servitude in favor of each Parcel thereof as the dominant tenement or tenements. **00194328** Bk00348 Pg00541

Section 7.04. Liability. Neither the Declarant, its assignee, delegate, or the Committee, shall be liable to any person for any action or failure to act hereunder where such action or failure was in good faith.

Section 7.05. Wild Life. The Property is in an area frequented by various types of wildlife. Parcel Owners should expect that wildlife will be in the area and likely on their ground. Parcel Owners may suffer some damage from deer, quail, and chukars, and should consider that in their landscaping. Parcel Owners shall control dogs from harassing wildlife.

Section 7.06. Additional Governmental Requirements. Notwithstanding anything else herein contained to the contrary,

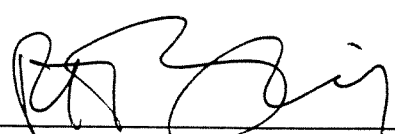
(a) No lot within this subdivision shall be used for human occupancy, either temporarily or permanently, except during a reasonable period for construction, until culinary water and sewage and waste disposal facilities approved by the County are provided and available for use on said lot; and thereafter, no such lot shall be used for human occupancy at any time the culinary water or sewage and waste disposal facilities are not in compliance with the statutes of the state of Utah, ordinances of the County, and rules and regulations promulgated thereunder.

(b) If any part or provision of this Declaration shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such adjudgment shall not affect any other part or provision of this Declaration, except that part or provision so adjudged to be unconstitutional, invalid, or unenforceable. Also, in the event that a part or provision of this Declaration shall be adjudged unconstitutional, invalid, or unenforceable, Declarants and their successors and assignees shall be absolved from enforcing said part or provision.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first hereinabove written.

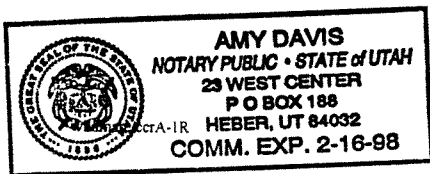
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WILD MARE FARM L.L.C.,
a Utah Limited Liability company

By: 
R. Kent Buie, President of Cicadis Corp., duly
authorized agent and Manager of WMF Management,
L.L.C., Manager of Wild Mare Farm, L.L.C.

State of Utah)
County of Wasatch : ss.
~~Salt Lake~~)

On the 14~~th~~ day of May, 1997, the foregoing instrument was acknowledged and verified before me by R. Kent Buie, who personally appeared before me and being by me duly sworn, declared that he is the duly authorized agent and President of Cicadis Corp., which is the duly authorized agent and Manger of WMF Management, L.L.C., which is the Manager of Wild Mare Farm, L.L.C., and the declarations were executed on its behalf.



Amy Davis
Notary Public

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