



THE HILLS AT SANTA CLARA

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

The Hills at Santa Clara, Inc. herein referred to "the Developer", is the owner of the following described property, herein referred to as the "Property," located in the city of Santa Clara, Washington County, State of Utah, identified as "The Hills at Santa Clara Phase 1A" described in Addendum "A" attached hereto and the plat of The Hills at Santa Clara Phase 1A recorded concurrently henceforth in the office of the Washington County, Utah Recorder.

The Developer hereby includes all of the Property in the plats recorded herewith of The Hills at Santa Clara Subdivision, hereinafter referred to as the "Subdivision," and divides the Property into Lots as shown on said plat(s) to the public which affects the total property described as Addendum "B" hereto. The Developer reserves the unilateral right to record additional phases in the property described as Addendum "B". The easements indicated on said plats are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein, and no structures other than for such utility or other indicated purposed are to be erected within the lines of said easements.

The Developer further declares that all of the Property described herein is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said covenants, conditions, and restrictions. These covenants, conditions, and restrictions shall run with the land.

The Property is close to property that is used for farming and farm related activities, and the Property owners may be subject to the effects of such farming and farm related activities, including but not limited to the boarding of cattle, horses, and other farm animals, smells, chemicals, dust, manure, pollen, flies, gnats, lights, and 24/7 noise from farm equipment and farm animals, such provisions may not be removed from the CC&Rs by vote or otherwise.

USE RESTRICTIONS

- 1. Land use and Building Type.** All Lots shall be used only for detached single family residential purposes. As used herein, the term "family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law. No professional, business or commercial use shall be made of the same, or any portion thereof, provided, however, that the Lot restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library

therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal, business or professional telephone calls or correspondence therefrom.

2. **Lot Size.** Lot sizes as described on the recorded plat of the Subdivision are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the recorded plat of the Subdivision. Lots may be combined for construction of a single residence.

In the event of such combination of adjacent Lots all easements and rights of the lot owners and third parties, such as utilities, in the boundary area between such Lots which had been exercised prior to construction of the home on the Lot would remain in place, in perpetuity. However, all easements and other rights in the boundary area between such Lots which had not been used prior to construction of the home could not thereafter be exercised.

3. **Care and Maintenance of Lots.** The owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. Each Lot shall be subject to an easement for access to make repairs upon adjoining lots and structures; provided however, that:
 - a) Any damage caused by such entry shall be repaired at the expense of the owner whose property was the subject of the repair work which caused the same;
 - b) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the entered Lot; and
 - c) In no event shall said easement be deemed to permit entry into the interior portion of any home.

Each owner shall be responsible for maintenance of his Lot. In the event any owner fails to perform this maintenance in a manner so as to detract from the appearance of the property, or affect adversely the value or use of any other Lot, the Architectural Control Committee shall have the right to have maintenance performed on the Lot, and the cost of said maintenance shall become a lien against the subject Lot.

4. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority company is responsible. The title holder of each lot shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.
5. **Hazardous Activities.** No activities shall be conducted on the Property and no improvements shall be constructed on the Property 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 the Property and no open fires

shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

6. **Motorbikes.** All motorcycles, trail bikes, ATVs, automobiles, and two or four wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only on established streets and parking areas and are specifically prohibited from all other portions of the Property, and are to be used on said streets only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Property.
7. **Weed Control.** Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on his Lot, so as to minimize weeds, fire and other hazards to surrounding Lots, homes and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, animals, land, or the public health.
8. **Pest Control.** No Lot Owner shall permit anything or condition to exist upon the Lot which would include, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall perform such pest control activities on his Lot as may be necessary to prevent insects, rodents, and other pests from being present on his Lot.
9. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the Subdivision. No clothes drying or storage of any articles which are visible from any public street shall be permitted.
10. **Safe Condition.** Without limiting any other provision of these covenants, each owner shall maintain and keep such owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might endanger the health of or interfere with the safety or reasonable enjoyment of other owners of their respective Lots.
11. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of Property.
12. **Animals, Livestock, Poultry, and Agriculture.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in total number, may be kept in a home constructed on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the owner's home.
13. **Water Supply.** Each home shall be connected to and use the municipal culinary water supply. No individual culinary water supply system shall be used or permitted to be used on any Lot, part or portion of the Property.

- 14. RV's, Boats, and Vehicles.** No boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot except within an enclosed garage or on a gated cement pad behind the required front Lot line set back area. No such vehicles shall be parked overnight on any street located within the Subdivision. Trailers, motor homes, and trucks over 9,000 lbs. VBW are not allowed to be stored upon any vacant Lot or street or road area adjacent to the Property.

Motor vehicles that are inoperable shall not be permitted to remain upon any street or Lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Lot or road area for a period exceeding thirty (30) days, the Developer or other Lot owners residing within the Property may remove the inoperable motor vehicle a ten (10) day written notice. The cost of such removal shall attach to the vehicle and the Lot as a valid lien in favor of the persons, entities or parties causing such removal. For the purpose of this section, "inoperable motor vehicle shall mean any motor vehicle that is unable to operate in the normal manner upon the streets under its own power, or it's unlicensed or unregistered for a period of not less than six (6) weeks.

- 15. Developer Business, Marketing, and Sales.** Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for the Developer, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of the Developer may be reasonable required, convenient or incidental to the construction of homes and sale of Lots during the development phase, and upon such portion of the Property, including Lots, as the Developer deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices.

ARCHITECTURAL CONTROL

Architectural Control Committee. Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of walls or landscaping elements, approval of the Architectural Control Committee is required.

- a) **Appointment and Membership.** The Architectural Control Committee shall consist of three (3) persons. So long as the Developer owns a Lot within the Property, it shall be entitled to appoint all members of the Architectural Control Committee, which shall be vested with the powers described herein and shall have jurisdiction over all the Property subject to these restrictions, covenants and conditions.
- b) **Submission of Plans.** Two (2) complete sets of building plans and specifications shall be filed with the Architectural Control Committee, together with a site plan or plot plan grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, **with such a fee as the Architectural Control Committee may determine from time to time**, and an application and such supporting material, such as samples of building materials, as the Architectural Control Committee deems necessary. No work shall commence unless and until the Architectural Control Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Architectural Control Committee.

- c) Compensation. The members of the Architectural Control Committee shall not receive any compensation for services rendered.
- d) Developer Exemption. The Developer shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provision of these covenants.

Governmental Permit Required. No home, accessory or addition to a home, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until the required permit or required approval therefor is obtained from the appropriate governmental entity of such information as if may require. The granting of a permit or approval by any government entity with respect to any matter shall not bind or otherwise affect the power for the Architectural Control Committee to refuse to approve any such matter.

Design Restrictions. In order to promote a harmonious community development and protect the character of the Subdivision, the following guidelines, together with any guidelines hereafter established by the Architectural Control Committee, are applicable to the Property:

1. **Purpose and Intent.** The intent of these Architectural Guidelines is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements.

The Architectural Guidelines serve as an evaluative aid to owners, builders, project developers, design professionals, City Staff, the Planning Commission, City Council and the Architectural Control Committee in the design review of individual, private and public developments with the Property. The Santa Clara City Zoning Regulations will apply for any area of design not addressed in these guidelines.

2. **Permitted and Required Structures.** The only building(s) or structure(s) permitted to be erected, placed or permitted to be located on any Lot within the Subdivision shall be (1) a detached single family home placed within the building envelope for each Lot and not to exceed the height requirements found in this section; which must include a minimum of two car, private enclosed garage; and (2) accessory buildings. All construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of Santa Clara City, Utah, in effect from time to time.
3. **Minimum Area.** The minimum square footage of living area on the ground floor located within the building envelope and foundation for any single-story residential home constructed on any Lot within the Property shall be not less than 2,000 square feet, exclusive of porches, balconies, patios and garages. Two-story homes shall have a minimum of 1,600 square feet on the main level, with a total square footage of no less than 2,100 square feet, exclusive of porches, balconies, patios and garages.
4. **Setbacks.** The setback standards in effect in Santa Clara City at the time of construction shall apply to each Lot.

5. **Building Height.** The building height standards in effect in Santa Clara City at the time of construction shall apply to each Lot.
6. **Home Elevations.** Elevations should be consistent with the intended architectural style of the home and carried around all four elevations of the structure.
7. **Facades.** Facades shall be stucco, masonry, brick or stone, with accents of brick, stone, or such other material as approved by the Architectural Control Committee. No siding is allowed.
8. **Roof Materials.** Roof materials shall be limited to slate, clay, or concrete tiles. Colors shall be subdued earth tones or such other colors as may be allowed by the Architectural Control Committee.
9. **Reflective Exterior Surfaces or Materials.** No reflective exterior surfaces or materials shall be used. Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project.
10. **Colors.** Base building colors shall be in subdued earth tones to complement the natural surroundings and such other colors as may be allowed by the Architectural Control Committee. Pastels or high gloss finishes may not be used. Complementary accent colors can be used on fascia, window trim, shutters and doors.
11. **Prohibited Structures.** Dome structures, log homes, pre-manufactured homes; re-located homes; and Earth or Berm homes of any type are not allowed.
12. **Temporary or Other Structures.** No structures of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a home either temporarily or permanently, nor shall any such structures be erected or placed on the Property at any time. No old or secondhand structures shall be moved onto any of said Lots. It is the Developer's intention that all homes and other buildings to be erected within the Subdivision be new construction, of good quality, workmanship, and materials.
13. **Accessory Buildings.** Separate storage or utility buildings shall be constructed according to plans approved by the Architectural Control Committee.
14. **Driveways and Parking.** There shall be area on the driveway (excluding sidewalk areas) to park not less than two vehicles per Lot. Each driveway on a Lot shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted for driveway material in the front and side yard area of any Lot.
15. **Sight Obstructions.** No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points forty (40) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within the (10) feet from the intersection of a street property line with the edge of a driveway or alley

pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to so as to prevent obstruction of such sight lines. No fence, wall, hedge, tree plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Architectural Control Committee shall create a serious potential hazard or and aesthetically unpleasant appearance to the other residents of the Subdivision.

No structure, fence, wall, hedge or shrub planting shall be permitted which blocks the sight lines of neighboring lot owner's views. This applies especially to view lots, where the Lot owner has paid a premium for the views of the river, the mountains or surrounding landscape.

- 16. Walls, Fences and Barriers.** All walls, fences and other barriers shall be approved by the Architectural Control Committee and constructed of an approved material and color. No walls or fences shall be constructed in the front setback area. No chain link fences shall be allowed. Individual owners may construct walls or fences in the rear and along the side property lines, in accordance with local governmental ordinances. Fences and walls shall be constructed of cinderblock or wrought iron in a color consistent with the natural surroundings and in conformity with approved samples.
- 17. Retaining Walls.** Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise approved by the Architectural Control Committee. In the even approval is given for a retaining wall higher than five (5) feet, the retaining wall must be tiered and landscaping must be installed to hide the retaining wall.
- 18. External Illumination.** Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent homes and away from the vision of passing motorists. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). All light sources must be shaded. And no exposed bulbs are permitted.
- 19. External Television or Other Antennas.** Antennas for radio, television, or devise for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the home. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antenna shall be allowed provided they are located in such areas as may be designated by the Architectural Control Committee. In no event shall satellite dish antennas be visible from the street in front of the home or exceed 20 inches in diameter or width.
- 20. Location of Air Conditioning, Heating, and Soft Water Equipment.** Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.
- 21. Utility Meters.** Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from neighboring property. Exposed piping should be painted to match exterior colors of the home. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are to be

located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the Uniform Building Code.

22. **Mailboxes.** Cluster Mailboxes, if installed, are the only allowed mail receptacles. Otherwise, mailboxes must be installed in compliance with local governmental standards.
23. **External Apparatus.** No Lot owner shall cause or permit anything (including, but not limited to, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors without the prior written consent of the Architectural Control Committee.
24. **Landscaping.** Landscaping shall be completed in accordance with the landscape plan submitted to and approved by the Architectural Control Committee prior to construction of the home, and may include but shall not be limited to the preparation for the planting of lawn, grass or other appropriate ground cover, and appropriate shrubbery.
25. **Planting and Gardening.** Excepting the back yard area of a Lot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Lot except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Control Committee.
26. **Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain in other activities undertaken which may damage or interfere with established slope ratios create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in 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. Lot owners are responsible to see that no nuisance or damage to any adjacent property is created by drainage location or flow.
27. **Easements.** Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat. With these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
28. **Signs and Commercial Activity.** Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Property. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its agents during the construction and sales period.

Construction and Contractor Provisions. In order to promote a harmonious community development and protect the character of the Subdivision, the Developer hereby sets forth the following guidelines, which are applicable to the Property:

1. **Completion of Construction.** The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within in twelve (12) months of commencement of such construction.
2. **Building Materials Storage.** No Lot, part or portion of the Property shall be used or maintained as a storage area for building materials except during the construction phase. Once a home is occupied or made available for sale, all building materials shall be removed or stored inside the home or an accessory building out of public sight.
3. **Parking Strip Landscaping and Maintenance.** Each Lot owner is responsible for the landscaping of the area between the road and the sidewalk known as the park strip as part of their Lot. It is required that grass be planted in the parking strip along with trees as described hereafter. The only tree approved for the park strip is a Raywood Ash Tree. The plant must be in a minimum sized 24in. box as sold at local nurseries. A certain number of trees will be required in each parking strip depending on the linear footage of the lot that is directly adjacent to the road. Corner lots will be required to have trees in the parking strip on all sides of the lots where parking strip is present. The distance between trees in the parking strip shall be no less than 30 feet apart. The Architectural Control Committee will approve any variations in this requirement.
4. **Landscaping.** Front yard landscaping shall be complete prior to occupancy.
5. **Soils Tests.** The Lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction. The Architectural Control Committee may require that the Lot owner obtain a soils test and recommendation on foundation prior to the final approval of construction plans. Furthermore, the Architectural Control Committee may condition final approval on compliance with the recommendations set forth in the soils test document. By approving the commencement of construction after review of any soils test and recommendation, the Architectural Control Committee is not warranting and shall not be deemed to have warranted the results of such test or recommendation.
6. **Damages.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the owner of any particular Lot in the Subdivision and/or his agent(s) must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.
7. **Maintenance of Lot during Construction.** Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Property must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. The Architectural Control Committee may levy up to a Five Hundred Dollar (\$500.00) fine against a violator of this subsection and/or the owner of the Lot for each day of a continuing violation. The fine shall be a charge on the land and shall be a continuing lien against the Lot.

DURATION, ENFORCEMENT AND AMENDMENT

Duration of Restrictions. The covenants and restrictions contained herein shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the Architectural Control Committee, the covenants and restrictions contained herein may be modified, amended or repeated in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument.

Violation Constitutes Nuisance. Every act or omission whereby any restriction, covenant or condition set forth in this document is violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by appropriate legal action by the Developer or a Lot owner or owners. The remedies provided for hereunder shall be deemed cumulative and not exclusive.

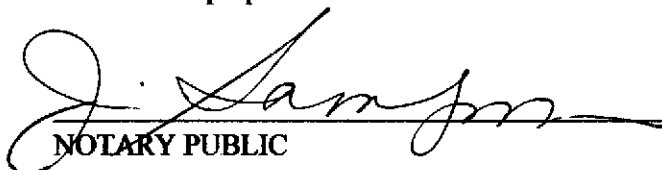
Enforcement. Each and all of the restrictions, covenants and conditions contained in the this document is and are for the benefit of the Developer and of the owner or owners of any lot, part or portion of the Property from time to time. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer or a Lot owner or owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at the trustee's sale, or otherwise. The Architectural Control Committee may levy a fine or penalty not to exceed one hundred dollars (\$100.00) against any owner who fails to refrain from violation of these covenants, after three (3) days written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation. All attorney fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such lot owner's Lot, and shall also be a personal obligation of said Lot owner, enforceable at law, until such payment thereof is made.

Right to Enforce. The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by the developer or a lot owner or owners, and each of their legal representatives, heirs, successors and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

Amendment. Upon completion of the Development Phase, the covenants, conditions and restrictions contained herein may be amended by a recorded instrument signed by no less than the wondrous of (75%) of the number of Lots, provided that all signatures must be notarized and obtained within a one hundred eighty (180) day period. After the Developer or its designee ceases to act as the Architectural Control Committee, written notice of any such proposed amendment shall be sent to every owner of any Lot, part or portion of the Property at least thirty (30) days in advance.

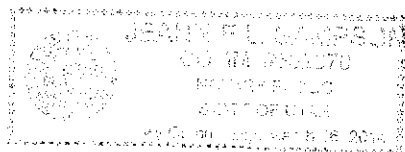
On this 18 day of April, 2012, before me personally appeared

Niki Sampson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), and that the foregoing document was signed by him/her on behalf of that Company by proper authority and he/she acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.


NOTARY PUBLIC

Address: 1867 N. Artesia St. George, UT 84770

My Commission Expires: 3-16-2014



ADDENDUM A

Legal Description of the Hills at Santa Clara Phase 1A

Beginning at a point being South $89^{\circ}15'11''$ East 122.52 feet along the center section line and North $00^{\circ}11'49''$ East 179.56 feet from the Center of Section 17, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North $35^{\circ}14'22''$ West 50.00 feet;

thence North $00^{\circ}11'49''$ East 577.20 feet;

thence North $28^{\circ}40'03''$ East 68.13 feet;

thence North $88^{\circ}03'37''$ East 109.46 feet;

thence North $01^{\circ}56'23''$ West 115.50 feet;

thence easterly 83.36 feet along an arc of a 191.00 foot radius curve to the right (center bears South $01^{\circ}56'23''$ East, long chord bears South $79^{\circ}26'10''$ East 82.70 feet with a central angle of $25^{\circ}00'26''$); thence easterly 34.33 feet along an arc of a 25.00 foot radius curve to the left (center bears North $23^{\circ}04'03''$ East, long chord bears North $73^{\circ}43'28''$ East 31.70 feet with a central angle of $78^{\circ}41'10''$);

thence Northeasterly 70.70 feet along an arc of a 170.00 foot radius curve to the right (center bears South $55^{\circ}37'07''$ East, long chord bears North $46^{\circ}17'46''$ East 70.20 feet with a central angle of $23^{\circ}49'47''$);

thence North $58^{\circ}12'40''$ East 101.79 feet;

thence South $59^{\circ}53'40''$ East 208.31 feet;

thence North $86^{\circ}57'51''$ West 100.05 feet;

thence South $43^{\circ}47'44''$ West 81.47 feet;

thence South $11^{\circ}17'44''$ East 691.08 feet;

thence South $06^{\circ}11'06''$ East 20.45 feet to the north line of Clary Hills Drive;

thence westerly 122.36 feet along an arc of a 180.00 foot radius curve to the left (center bears South $39^{\circ}49'08''$ West, long chord bears North $69^{\circ}39'21''$ West 120.02 feet with a central angle of $38^{\circ}56'57''$) along said northerly line to the northwest Corners of Clary Hills Drive;

thence South $00^{\circ}11'49''$ West 50.00 feet along the westerly line to the southwest corner of said Clary Hills Drive;

thence North $89^{\circ}48'11''$ West 315.34 feet;

thence westerly 99.88 feet along an arc of a 161.50 foot radius curve to the left (center bears South $00^{\circ}11'49''$ West, long chord bears South $72^{\circ}28'44''$ West 98.30 feet with a central angle of $35^{\circ}26'11''$) to the Point of Beginning.

Containing 362,066 square feet or 8.31 acres.

ADDENDUM B

Legal Description of The Hills at Santa Clara (Entire Property)

Beginning at the center quarter corner of Section 17, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 89°16'24" West 520.00 feet along the Center Section line;
thence North 01°20'11" East 916.59 feet;
thence North 81°31'13" East 507.65 feet to the Center Section Line;
thence North 00°12'07" East 122.38 feet along said Center Section Line to the Northwesterly line of Lot 6 Santa Clara Townsite;
thence North 61°49'23" East 305.89 feet along said Northwesterly line of Lot 6, Block 7, Santa Clara Townsite;
thence North 27°57'20" East 112.78 feet along said Northwesterly line of Lot 6, Block 7, and to and along Lot 7 Santa Clara Townsite;
thence North 33°24'33" East 376.38 feet along said Northwesterly line to the Northeast Corner of said Lot 7, Block 7, Santa Clara Townsite;
thence South 01°32'43" West 583.35 feet along the Easterly line of said Lot 7 and to and along the easterly line of said Lot 6, to the southeast corner of said Lot 6, Block 7, Santa Clara Townsite;
thence South 88°37'51" West 73.83 feet along the southerly line of said Lot 6 to the Northwest Corner of Lot 5, Block 7, Santa Clara Townsite;
thence South 59°53'40" East 253.71 feet along the Southwesterly line of said Lot 5;
thence North 86°57'51" West 100.05 feet;
thence South 43°47'44" West 81.47 feet;
thence South 11°17'44" East 691.08 feet;
thence South 06°11'06" East 13.28 feet to the northerly line of South Hills Drive;
thence westerly 118.73 feet along an arc of a 200.00 foot radius curve to the left (center bears South 34°12'41" West, long chord bears North 72°47'45" West 117.00 feet with a central angle of 34°00'51") along the northerly line of said South Hills Drive;
thence South 00°11'49" West 50.00 feet along the westerly line of said South Hills Drive;
thence southeasterly 139.79 feet along an arc of a 150.00 foot radius curve to the right (center bears South 00°11'49" West, long chord bears South 63°06'16" East 134.79 feet with a central angle of 53°23'51") along the southerly lien of said South Hills Drive;
thence South 06°11'06" East 155.13 feet to the Center Section Line;
thence North 89°15'11" West 0.63 feet along said Center Section Line to the Northeast Corner of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 17;
thence South 00°17'36" West 1,326.95 feet along the Easterly line to the Southeast Corner of said West Half of the Northwest Quarter of the Southeast Quarter of said Section 17;
thence North 89°24'47" West 666.35 feet along the southerly line to the Southwest Corner of said West Half of the Northwest Quarter of the Southeast Quarter of said Section 17 said point being on the Center Section Line;
thence North 00°11'54" East 1,328.83 feet along said Center Section Line to the Point of Beginning.

Containing 2,134,217 square feet or 49.00 acres.