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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Jan 07 11:27 am FEE 95.00 BY SFS
RECORDED FOR YOUNG, TODD

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE BENCHES AT SARATOGA PLATS 1,2,3,4**

THIS DECLARATION is made this 5th day of January 2005, by Development Associates, Inc., hereinafter referred to as "Declarants."

WITNESSETH

WHEREAS, Declarants are the owners of certain property (hereinafter the "Lots") Saratoga Springs, Utah County, State of Utah, more particularly described as follows:

All of Lots ¹⁰¹ through ¹²⁰ ~~75~~, ^{201-220, 301-322, & 401-417} The Benches at Saratoga Phase 1, according to the official plat thereof filed with the Utah County Recorder in Utah County, Utah.

WHEREAS, Declarants intend that the Lots, and each of them together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarants hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE 1
ARCHITECTURAL CONTROL**

SECTION 1. The Architectural Control Committee shall be composed of Steve Young, and S. Todd Young. Each representative may represent and act in behalf of the committee. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant.

SECTION 2. Prior to the construction of a home or any structure on an individual lot, the Owner or Builder must submit a set of formal plans and specifications, and site plan detailing the placement of the home or structure on the lot, to the Committee before the review process can commence. The Committee's approval or disapproval as required in these covenants shall be evidenced by a stamp of approval, or written comments, detailing the reasons for disapproval, on the set of plans. The owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence.

SECTION 3. The Architectural Control Committee members will be released of duty

two years after the first building permit is issued from the city of Saratoga Springs. Each homeowner will have one vote. By majority vote three members will be elected to oversee the committee as committee chairs. All decisions will be based on majority vote, with each homeowner constituting one vote each. In the event of a tie the three committee chairs will be given two votes.

SECTION 4. A Homeowners Association may be instituted if deemed necessary by Developers prior to first building permit being issued by the city.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. An Elementary School or Church shall be allowed in the Subdivision. No other Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, and private garages for not less than two vehicles. All construction shall be comprised of new materials, except that used brick *may* be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling Quality and Size. The main floor level of any private dwelling shall be 1,250 sq. ft. or more for a one-story dwelling. A two-story dwelling shall have a total of 1,900 sq. ft. on the two floors above ground level. Tri-levels shall be figured on the square footage of the floors above ground, including the living area behind the garage and excluding the basement areas. Minimum square footage on a Tri-level shall be 1,550 sq. ft. All Tri -level and two story homes may be reduced by 150 square feet if a third car garage is included.

All of the above square footages are exclusive of open porches and garages. Each dwelling must have an attached garage for a minimum of 2 cars. A covered breezeway between the garage and the home is acceptable. All exterior wall surfaces on the main floor level and facing a street shall be not less than fifty percent (50%) brick or stone, excluding garage doors, doors and windows. The remaining fifty percent (50%) of exterior wall surface facing the street, and all other walls on the dwelling shall be brick, stone or stucco, excluding windows and doors.

SECTION 3. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken in conformity with all laws and ordinances of the City of Saratoga Springs, Utah County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easement. Easements for installations 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 and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. Nuisances. No noxious or offensive activity shall be carried on upon *any* Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

SECTION 8. Landscaping. All front and side yards must be landscaped within one (1) year after dwelling is occupied. All parkstrips must be planted in accordance with landscaping that meets City Ordinances. All trees in the parkstrip must be 1 1/2 inch caliper or larger, and shall be planted a maximum of 30 feet apart. The trees shall be purchased, planted, and cared for by the homeowners.

SECTION 9 Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times in an enclosed structure or in a paved side yard area next to the garage and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Subdivision. The parking or storage of commercial equipment, including, but not limited to, truck trailers or cabs, construction or excavation equipment, etc., is prohibited. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles (hereafter "Automobiles"). No other use of a garage or conversion of a garage, which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed, shall be permitted. Parking on the lawn or unpaved portion of the Lot or in a public right-of-way within the Subdivision, other than for temporary purposes (as determined by the ACC), is prohibited. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure.

SECTION 10 Fences. It is the intent of the Grantor to create an open, spacious and landscaped appearance throughout the Subdivision. Therefore, all fences, walls, hedges, high plantings, obstructions and other visual or privacy barriers (hereafter collectively "fences") shall be constructed and installed in compliance with the applicable ordinances of the County, and in conformance with fencing standards and specifications to be promulgated by the ACC. In the event there is a conflict between the requirements of the County ordinances and the ACC standards and specifications, the more strict requirement shall control. OWNERS SHOULD NOT ORDER FENCE MATERIALS THAT ARE NOT IN COMPLIANCE WITH SUCH ORDINANCES, STANDARDS AND SPECIFICATIONS. All fences constructed on Lots within the Subdivision shall be subject to the following additional conditions and restrictions:

- (a) Fences greater than 36" in height shall not project beyond the front yard setback or the principal Building (whichever distance is greater) on the Lot upon approval of the ACC. No fence higher than six feet (6') shall be allowed.

- (b) Heavy foliage and fences are not allowed to interfere with the vision triangle of traffic.
- (c) All fences shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing shall be repaired or replaced to original design, materials, and color within a reasonable time after said damage occurs.
- (d) No fence shall interfere with the use and enjoyment of any easement reserved in this Declaration or shown on the recorded Plat(s) of the Property.
- (e) Fences installed by the Grantor, County or other public agency, or the Association on or along property owned by the County or Association shall not be altered or modified by any Owner or Occupant in any manner other than for routine maintenance (including painting, repair and replacement). Owners and Occupants shall not install parallel fences to those installed by Grantor, the Association or the County.
- (f) Except as provided herein, chain link fencing is not a permitted fence type. Exceptions may be granted by the ACC on a case-by-case basis where (1) such fence would be limited to small area (such as a dog run) and (2) where the chain link fence is not used as a perimeter fencing method and would not be open to public view. In all events, uses of chain link fencing must receive prior approval by the ACC in writing with respect to location, color and other compliance with the ACC fencing standards and specifications. Notwithstanding the foregoing, the Grantor shall be authorized to utilize chain link fencing, in the sole discretion of the Grantor, as necessary for the Development, and on property used for Public Schools.

ARTICLE III GENERAL PROVISIONS

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Home Owners, (one vote per homeowner), which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

SECTION 4. Attorney's fees: In the event of any arbitration proceeding or lawsuit between owners, builder or declarant arising out of the Work or the Contract Documents, the non-prevailing party in any such proceedings or action shall pay all of the prevailing party's reasonable attorney's fees and costs incurred with respect thereto, the amount to be fixed by the arbitrator or a court without a jury, respectively.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set its hand this 7th day of January, 2005.

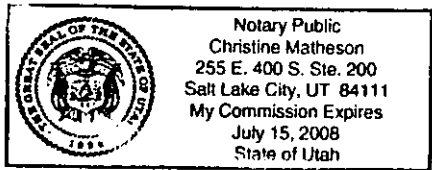
DECLARANTS

Development Associates, Inc.

By: [Signature]
Its: President

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

On the 7th day of January 2005
personally appeared before me Steven Young and _____
who being by me duly sworn did say that they signed the foregoing instrument by proper authority, and they duly acknowledged to me said identity.



[Signature]
Notary Public

Residing at _____

My commission expires July 15, 2008