

RESTRICTIONS, COVENANTS, & CONDITIONS
OF
DAWN ESTATES SUBDIVISION

We, the undersigned, owners of that certain real property situated in the City of Provo, County of Utah, State of Utah, more particularly described on Exhibit "A" attached hereto, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said real property, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the said addition, this declaration of restrictions being designated for the purpose of keeping the said planned subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

A. AREA OF APPLICATION

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property described in the above described property.

B. ARCHITECTURAL AND LANDSCAPE COMMITTEE

The Architectural and Landscape Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. The original members of the Committee shall be S. George Bills, and David K. Gardner and Angie Neuwirth. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residence of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision, he shall be disqualified to serve

and the Committee shall declare a vacancy. Sale or transfer of all ownership interest in any portion of the Subdivision shall constitute resignation from the Committee.

C. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No 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 (1) family dwelling not to exceed 2 stories in height and a private garage for not more than three cars. Roof lines must be kept at 6-inch by 12-inch pitch or higher, unless special permission is granted by the Architectural and Landscape Committee upon review of plans, specifications and lot location. The ground floor of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,300 square feet within the outside perimeter of the main structure, excluding garages, porches, verandas, carports, patios, etc., unless approved by said Architectural and Landscape Committee; and two-story homes shall not be less than 1,800 square feet excluding garages, porches, verandas, carports, patios, etc., unless approved by said Architectural and Landscape Committee. No basements are allowed due to ground water levels.

2. Roof Type. The roof material shall be minimum architectural grade asphalt (subject to Architectural Committee approval for color and grade) or wood shingle or tile.

3. Exteriors. Street facing exteriors shall be a minimum of 15% brick or rock unless otherwise approved; stucco, hardy board, or siding facades are allowed; all exterior elevations and colors shall be approved by the architectural review committee. Home exteriors shall conform to the general theme of neighborhood design as determined by the Architectural Committee.

4. Landscaping.

a. Each individual lot shall be completely landscaped by the title holder within 6 months of the issues of a certificate of occupancy, including automatic sprinkler system.

b. Each lot must be fully landscaped within five years of the recordation of a deed transferring title to the property regardless of whether any construction on the property has been commenced.

c. In order to assure uniformity of street appearance, no trees are to be planted in the plater strip (between the sidewalk and curb & gutter) without specific approval in writing from the Urban Forestry of Provo City. The following trees, because of their undesirable characteristics, are prohibited in the said Subdivision:

| <u>Species Name</u> | <u>Popular or Common Name</u> |
|-----------------------|-------------------------------|
| Ailanthus Altissima | Tree of Heaven |
| Placanus Occidentalis | American Plane Tree |
| Populus Acuminata | Lace Leaf Poplar |
| Populus Alba | Silver Poplar |
| Populus Alba Bolleana | Bolleana Poplar |
| Populus Angustifolia | Narrow-leaf Poplar |
| Populus Deltoides | Carolina Poplar |
| Populus Fremontii | Fremont's Poplar |
| Populus Nigra Italica | Lombardy Poplar |
| Robinia Pseudoacacia | Black Locus |
| Ulmus Pumila | Siberian Elm |

d. All fences must be approved by the Committee prior to construction of the fence.

5. Ingress/Egress. No lot within the subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of this subdivision.

6. Building. No building, structure, or fences of any kind shall be constructed until the house plan is approved by Provo City and the Architectural Committee, at which time construction of the home shall begin.

7. General. Prior to construction, the lot owner shall be responsible for clearing weeds and debris.

8. Vehicles, RV's, Trailers. Lot owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicle on the street during their visit, but not to exceed one week at a time. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets. Boats, trailers, other recreational vehicles, large trucks or commercial vehicles parked on any lot shall be screened from view with attractive and well maintained vegetation, an attractive and well maintained fence, or other attractive and well maintained sight obscuring structures approved by the Committee.

9. Communications Equipment and Roof-mounted Equipment. There shall be no roof-mounted equipment of any kind that is on the exterior that is visible from any other lot in the Subdivision, including roof air conditioners and/or swamp coolers. Communication receiving and transmission equipment, including, but not limited to, satellite dishes, whether roof mounted or otherwise, shall be shielded from view of any other lot in the Subdivision by an attractive and well maintained sight obscuring structure approved by the Committee.

10. Storage Tanks. No tank for the storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Landscape Committee.

11. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Provo City, Utah. In any event, no habitable building shall be located on any lot nearer than 20 feet to any front or side lot line adjacent to a public street.

12. Building Materials. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then, the

material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

13. Easements. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

14. Animals. Keeping of animals other than those ordinarily kept as family pets shall be forbidden.

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

16. Signs. No signs, billboards nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3x5 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.

17. Trash. No trash, ashes nor any other refuse may be dumped or thrown on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service.

18. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

D. NEW BUILDING AND PROCEDURE

1. To maintain a degree of protection to the investment which house owners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by

architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

2. Preliminary Plans. (To be filed for approval and accepted before final plans are begun.) Preliminary Plans shall include as minimum the following:

a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.

b. Floor plans of each floor level to scale.

c. Elevations to scale of all sides of the house.

d. One major section through house.

e. A perspective (optional).

Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence.

3. Final Plans. (To be filed for approval and accepted before construction is begun.) Final Plans shall include as minimum the following:

a. Plot plans to scale showing the entire site, buildings, garages, walks, drives, and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

b. Detailed floor plans.

c. Detailed elevations, indicating all materials and showing existing and finished grades.

d. Detailed sections, cross and longitudinal.

e. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used. Supplement these with a notation of the colors of all materials to be used on the exterior of the residence.

4. Committee Procedure. The members of the committee in agreement that constitute a majority shall affix their signatures to any plans upon which the Committee has taken action, shall indicate the date of the action, and shall indicate the nature of the actions. On occasions when a member of the Committee shall be in opposition, a majority of three in favor shall govern.

a. That the Committee shall accept or reject:

1. Preliminary Plans of proposed residences (as defined herein).
2. Final Plans of proposed residences (as defined herein).
3. Planning Problems or complaints by property owners.

b. The Committee shall act within fourteen days on the preliminary plans, and place its action in writing to be held as a permanent record, with copies to the parties concerned.

c. The final plans shall be delivered to the Committee with shall accept or reject them within seven days and so notify the owner in writing.

d. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

e. The Committee has the authority to judge buildings, materials, fences, painting, etc., on whatever basis available to it with the aim of preserving what it feels are the best interest of the property owners represented. These shall include aesthetics, reasonable protection of view, permanence of materials, etc. All decisions of the Committee shall be final.

f. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.

E. GENERAL PROVISIONS

1. Extent of Obligation. The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, their successors and assigns as a general plan for the benefit of the subdivision.

2. Amendment. The said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

3. Enforcement. In the event of violation of any of these covenants, the Architectural and Landscape Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 27 day of February, 2007.

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SIGNED

DAWN ESTATE, L.L.C.



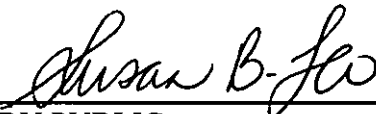
DAVID K. GARDNER, MEMBER



STANLEY G. BILLS, MEMBER

STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

I, the undersigned notary public, do acknowledge that the above-named people did certify to me that they signed the foregoing instrument.



NOTARY PUBLIC

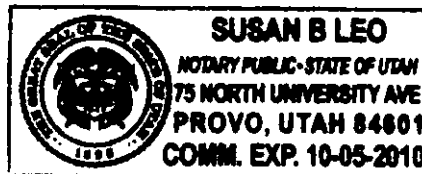


EXHIBIT "A"
DAWN ESTATES

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BOUNDARY DESCRIPTION

Beginning at the southeast corner of Sunset Manor Plat "C" said point being located North 00°28'07" West along Section line 619.37 feet and East 1502.81 feet from the West quarter corner of Section 11 Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence along Sunset Manor Plats "C", "B" and "E" the following two bearings and distances: 1) North 00°38'54" East 324.75 feet and 2) North 89°24'50" East 186.98 feet to the western boundary of Warranty Deed 53258:2004; thence along said Warranty Deed the following two bearings and distances: 1) South 05°57'42" East 106.90 feet and 2) North 89°41'40" East 198.01 feet; thence South 00°22'00" West 220.26 feet; thence South 89°40'28" West 200.30 feet; thence North 00°57'57" East 0.58 feet; thence South 89°50'28" West 198.06 feet to the point of beginning.

Area = 2.478 Acres (CONTAINING 8 LOTS)