

After recordation, return to:

Fox Pointe, LLC
4682 South 150 West
Murray, Utah 84107

Ent 306852 Bk 886 Pg 227-239
Date: 30-AUG-2006 1:44PM
Fee: \$88.00 Check Filed By: DJ
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: UTAH HOME BUILDING COMPANY

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS, RESERVATIONS AND RESTRICTIONS**

**FOX POINTE SUBDIVISION
Midway City, Wasatch County, Utah**

THIS DECLARATION (the "Declaration") is made as of this 28th day of August 2006 by Utah Home Building Company, a Utah corporation (the "Declarant"), in its capacity as an owner and as the developer of the real property herein described to which this Declaration is applicable.

NOW, THEREFORE, Declarant hereby declares that all of the property described below (sometimes herein referred to as "lands", "lots", "tract", "Subdivision" or "property") shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions, easements, reservations and restrictions, all of which are declared and agreed to be in furtherance of the plan for the subdivision, improvement and sale of the property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property and every part thereof. All of the provisions of this Declaration will be deemed to be covenants or equitable servitudes, as the case may be, running with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described lands or any part thereof.

ARTICLE I — PROPERTY

The property subject to the provisions of this Declaration is located in Midway City, Wasatch County, Utah, and is described as follows:

All of Lots 1 through 55, inclusive FOX POINTE SUBDIVISION, Midway City, Wasatch County, Utah, according to the official plat thereof as recorded in the office of the County Recorder of Wasatch County or such part thereof as may be recorded in phases.

ARTICLE II — RESIDENTIAL AREA COVENANTS

2.1. Subdivision Design Concept. It is intended to create a residential development consisting of single family homes. They will have similar style, size, and value and will compliment each other. All homes shall exhibit superior architectural design,

detail with the use of above-average new materials and conventional construction methods. Pre-fabricated or pre-constructed homes will not be permitted.

2.2. Architectural Control. In order to enforce the above intent, no construction work, improvements of any kind including fencing, grading and such work shall be commenced on any home, structure or building lot until the construction plans along with specifications (colors, materials and methods) and a corresponding site plan showing the location of said structure along with plan elevations and a reference data point for the proposed structure on the lot have been approved by the Architectural Control Committee (the "ACC") as hereinafter provided, as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No accessory buildings, fences or walls shall be erected, placed or altered on any lot unless similarly approved. No residential dwelling shall contain less square footage than the minimums set forth in this Declaration, unless by reason of lot size, set-back lines, etc., and only the ACC shall approve a lesser amount. The ACC shall have the power to stop any work that does not conform to approved ACC standards.

2.3. Dwelling Quality and Size. The following sections shall serve as minimum guidelines only:

2.3.1. Buildings Restricted to Single-family Residence, Garages and Outbuildings. Each Lot shall contain a private, detached, single-family residence. Appropriate outbuildings / garages may, with Committee approval, be located upon the Lot. No other Structure or Improvement shall be erected, altered, placed upon or permitted to remain on any Lot, nor shall any dwelling be erected on any Lot for use other than as a private residence.

2.3.2. Residence Design. Single story dwelling structures shall consist of 2,300 square feet of floor area on the main floor; two-story residences shall have not less than 1,700 square feet on the main floor with a minimum of 600 square feet on the second level. Split level or Split entry homes will not be permitted.

2.3.3. Roofs. All roof improvements shall conform to the height restrictions for Midway City standards. Roof slope for a single story residence shall be a minimum of 8/12 and a maximum of 12/12. For two story homes the minimum pitch shall be 6/12 with a maximum of 12/12 in pitch. The following roof shapes are not permitted: mansard, fake mansard, gambrel, joined shed roof, flat or domed roof. The following materials are approved for roofs: tile, slate, cedar shake, cedar shingles, wood shingles or architectural grade asphalt shingles having at least a 35-year guarantee. No 3 tab shingles shall be permitted and the ACC shall have the right to approve or disapprove all roofing and design characteristics to maintain the integrity of the subdivision.

2.3.4. Exterior Materials. A minimum of 3 different exterior materials shall be used to face the exterior walls of the home. 100% of the exterior surface (exclusive of soffit, fascia and roofing) of all structures must be faced with masonry products to maintain

the long term quality of the subdivision. Masonry products shall be defined as Stone, Brick, Hardy-board (or similar approved product), composite shingles, stucco or other similar products approved by the ACC committee. The minimum for use of stone or brick shall be 35% of wall surface excluding windows. Aluminum or Copper soffit, fascia and crown details may be allowed on a case by case basis based upon color, style and size of application. No walls other than the rear wall of the home shall be 100% stucco or other product. Any other proposed building materials must be approved by the Committee, which can reject any other building material, in its sole discretion, for any reason. No vinyl or aluminum siding will be allowed.

2.3.5. Code Requirements. Every residence shall conform to the Utah Uniform Building Code as well as midway city standards.

2.3.6. No Oil or L.P. Gas Tanks. The primary heat source for all structures and improvements shall be natural gas delivered by pipeline. Solar or electric heat may be proposed and the ACC shall have authority to approve or disapprove based upon its opinions. Except for temporary periods during construction of the structure, no heating oil, propane, butane, or other bulk fuel storage may be installed or utilized on the property.

2.3.7. Garage Design. Each residence in the Development shall have a garage consisting of a two car garage with a minimum garage door size of 8' x 7'; however, 3 car garages are strongly encouraged. The garage may be attached or detached. If the garage is detached, it must match the architectural design of the home in every way and compliment the aesthetics of the home. It must also follow the design guidelines.

2.3.8. Driveways. Each garage shall be serviced by a driveway, constructed of concrete or comparable materials (no asphalt) and placed on properly compacted earth, of sufficient width to park two vehicles side-by-side. No dirt or gravel driveways or parking pads will be permitted. The driveway shall be completed prior to occupancy of the residence. The Owner shall be responsible for maintaining the driveway in reasonable repair. The driveway shall be constructed of sufficiently thick material to hold typical vehicles.

2.3.9. Carports. Carports are prohibited.

2.3.10. Fencing. All fencing material shall be vinyl, wood or wrought iron. Fencing shall be uniform in design and will conform to Midway City fencing requirements. Design for proposed fencing must be submitted in accordance with Paragraph 2.2.

2.4. Timely Construction. Construction on all homes must commence within one (1) year of the ACC approval or such approval will lapse. All homes under construction must be completed pursuant to the plans and specifications submitted to the ACC within one (1) year from the commencement of any construction. In order to ensure that all home compliment each other, the ACC can review the homes conformity with its approvals and enforce such.

2.5. Construction Vehicles. To the maximum extent possible, construction-related autos, trucks and equipment shall be parked in an orderly manner on the construction site. Vehicles and equipment parked on the street for construction purposes must be confined to the same side of the street as the Lot where construction is taking place. Vehicles must not be parked in front of an existing home and under no circumstances may they be parked on the street overnight. Vehicles parked on the street for construction purposes must not impede, hinder or restrict the snow removal from the streets or neighbors access to their individual homes.

2.6. Use of Roads and Bond. The Owner and Owner's builder shall take all reasonable precautions to prevent damage to roads, curb, gutter and sidewalks during construction, including without limitation, construction of a driveway from the road to the site of the residence. Mud, debris, gravel and similar materials deposited by construction or construction vehicles or equipment shall be cleaned from the roadways daily by the builder or homeowner. If the Lot Owner or builder fails to comply with this provision, the Declarant or Association may clean the roads at the expense of the Lot Owner. The Owner shall be liable to Declarant for any damage to the roads, so long as Declarant has Ownership or is liable to Midway City for upkeep and repair to the roads. Owner shall pay a refundable deposit of \$1,000 to Declarant or the Association to guarantee against damage to the roads during construction and conformity of approvals, which deposit shall be returned to Owner upon satisfactory inspection by the Declarant, the Association or their designated representative after completion of construction. Any violations charged against the builder shall be in writing.

2.7. Maintenance. All Lots and the Structures and Improvements on them, including landscaping, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his or her Lot, the Improvements or Structures to fall into disrepair.

2.8. Unsightliness. No unsightliness is permitted on any Lot or property. (1) No trailer, tent, shack or other outbuilding shall be placed upon or used at any time within the Subdivision as a temporary or permanent residence. (2) No Campers, boats, boat trailers, house trailers, automobiles, trucks, motor homes, horse or other trailers shall be stored in excess of two days in driveways and shall never be stored on streets or appear in public view. Any of the above items can be stored in garages or within a fenced or walled enclosure on the side yard. No commercial vehicles shall be permitted over 1 ton in weight. (3) no accumulation of lawn or tree clippings or trimmings; (4) accumulations of construction debris or waste, household refuse or garbage, except as stored in tight containers in an enclosure such as a garage; (5) accumulations of animal wastes; (6) lawn or garden furniture except during the season of use; and (7) no storage or accumulation of any other material, vehicle or equipment on the Lot in a manner that is visible to the public view. (8) No transmitting equipment with a tower larger than 3' shall be allowed.

2.9. Uniform Mail Boxes. On each Lot upon which a dwelling is constructed, the Owner shall install, at the Owner's expense, within thirty (30) days of completion of said

dwelling, a mail box which must conform to ACC and Midway City standards as to size, style and location.

2.10. Landscaping. In order to conform to the highest standards for a subdivision, all yards (front, rear and side) must be landscaped within twelve (12) months of the issuance of the Certificate of Occupancy by Midway City. Landscaping shall be deemed to include grass, shrubbery, trees and an underground sprinkling system capable of properly irrigating the entire front, rear and side yard. All Owners will keep and maintain their yards in a neat, clean and orderly condition and appearance. Owner shall also plant or cause to be planted two trees in the space between the curb/gutter and the sidewalk 1 tree for every fifty feet of lot frontage of at least 2" in caliper and shall water and maintain said trees. Tree species must be approved by the ACC prior to planting. A list of approved trees can be provided.

2.12. Signs. No sign or any kind shall be displayed to the public view on any Lot except one sign or not more than six (6) square feet advertising the Lot for sale or rent, or similar size signs used by a builder or realtor to advertise the property during the construction and sales period. This provision shall not impair Declarant's right to utilize larger signage for permanent entrance statements or for advertisement during construction, development and marketing of the Subdivision.

2.13. Satellite Dishes and Solar Panels. Any satellite dishes larger than two (2) feet in diameter must be located and screened in a matter approved in advance by the ACC so that they are not directly visible from any adjoining Lot at ground level. Solar panels will be permitted only with the consent of the Committee and if permitted at all, must lie flat against the roof or other surface and may not differ in pitch or color from the roof or other surface on which they are mounted.

2.14. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats and other domesticated household pets, provided that they are not kept, bred or maintained for any commercial purpose and, provided further, that all pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary. No pets may be kept in unreasonable numbers. Any pet must be restricted to the Owner's Lot except on a leash held by a person.

ARTICLE III — THE ASSOCIATION

3.1. Purpose. The Association created herein is for the specific and limited purpose to create an organization for the maintenance and financing of said maintenance of specific areas and landscaping within the property. In addition, the Association will appoint members of the Architectural Control Committee and enforce certain provisions of this Declaration as provided herein. Specifically, the Association will maintain the following:

- A) All fencing along Michie Lane which shall be installed by the Declarant.
- B) All parkway landscaping including trees, grass and shrubs located upon the parkways along Michie Lane and in landscaped areas adjoining the exterior of said fencing located along Michie Lane. All such landscaping shall be installed by the Declarant.
- C) The maintenance of all sprinkler systems and meters associated with the landscaping described in paragraph B above.

3.2. Easement. Each Owner whose property adjoins Michie Lane on the north of their property hereby grants the irrevocable right to the Association to have access from time to time for all of the fencing and landscaped areas described in this Article during such reasonable hours as may be necessary for the maintenance, painting, repair and replacement of such fencing, landscaping and other improvements.

3.3. Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a lot is held by more than one person, the membership appurtenant to that lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the lot is held. An Owner shall be entitled to one membership for each lot owned by said Owner. Each lot shall have only one vote appurtenant thereto. Each membership shall be appurtenant to the lot to which it relates and shall be transferred automatically by conveyance of that lot. Ownership of a lot within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of a lot shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the Owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a lot.

3.4. Board of Trustees. The Board of Trustees shall initially consist of three (3) members who can be increased up to as many as five (5) members upon the majority vote of the existing Board of Trustees or the majority vote of the Owners at a duly called meeting of the Owners. The Declarant reserves the right to appoint all of the Board of Trustees until the first of the following occurs:

- (a) Seven (7) years from the date of recordation of this Declaration.
- (b) The date on which forty-five (45) of the lots in the Project have been conveyed to owners other than the Declarant.

3.5. Amplification. The provisions of this Article III may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

3.6. Rules and Regulations. The Association by action of its Board of Trustees may make reasonable rules and regulations to accomplish the purposes herein and which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

3.7. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IV — ASSESSMENTS

4.1. Agreement to Pay Assessments. The Declarant, for and as the owner of the property and every part thereof on the date hereof, hereby covenants, and each owner of a lot by the acceptance of instruments of conveyance and transfer therefore, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided herein.

4.2. Regular Assessments. Regular assessments shall be computed and assessed against all lots in the Project as follows:

- (a) Maintenance Expenses.

(i) Annual Budget. On or before the 1st day of December of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Members on or before the 15th day of December of each year. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(ii) Annual Assessments. The Association shall establish a regular assessment to be paid by each Owner (the "Maintenance Fund"). The dates and manner of payment shall be determined by the Association.

(b) Inadequate Funds. In the event that the Maintenance Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 4.3 below.

(c) Declarant's Obligations. Notwithstanding the preceding provisions of this Section to the contrary, until forty-five (45) lots have been conveyed by Declarant to purchasers thereof, each Lot Owner shall pay an annual assessment of \$100.00 and Declarant shall pay an amount equal to the remaining balance of the Maintenance Expenses.

4.3. Special Assessments. In addition to the regular assessments authorized by Sections 4.1 and 4.2 above, the Association may levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association, special assessments, payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any property or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by Articles hereof. Any amounts assessed pursuant hereto shall be apportioned equally among and assessed equally to all Owners. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed.

4.4. Lien for Assessments. All sums assessed to the Owner of any lot pursuant to the provisions of this Article IV shall be secured by a lien on such lot in favor of the Association. Such lien may be enforced by judicial foreclosure by the Association in the

same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid-in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

4.5. Personal Obligation of Owner. The amount of any regular or special assessment against any lot shall be the personal obligation of the Owner of such lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintained by the Association without foreclosing or waiving the lien securing the same. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

4.6. Statement of Account. Upon written request of any Owner, Mortgagee, prospective mortgagee, or prospective purchaser of a lot and payment of any reasonable fee assessed, the Association shall issue a written statement setting forth the following: (a) The amount of the unpaid assessments, if any, with respect to such lot, and (b) the amount of the current regular assessment with respect to such lot and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

4.7. Personal Liability of a Purchaser. A purchaser of a lot shall be jointly and severally liability with the seller thereof for all unpaid assessments against such lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recovery from the seller of the amount of such assessments paid by the purchaser for such assessments.

4.8. Assessments Part of Maintenance Fund. All funds received from assessments under this Article IV shall be a part of the Maintenance Fund.

4.9. Amendment of Article. Except as may be necessary to conform to the law, as it may be amended from time to time, this Article IV shall not be amended unless the Owners of 90% of the lots unanimously consent and agree to such amendment by a duly recorded instrument.

ARTICLE V — ARCHITECTURAL CONTROL COMMITTEE ("ACC")

5.1. Membership. The ACC shall be composed of three (3) individuals appointed by the Board of Trustees. In case of a vacancy on the ACC which remains unfilled, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its designated representatives shall be entitled to compensation for services performed pursuant to this Declaration.

5.2. Non-liability of Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association, or to any owner for any loss, damage or injury arising out of, or in any way connected with the performance of the Committee's duties hereunder unless due to the willful mis-conduct or bad faith of the Committee or member. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement or alteration, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Project generally, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

5.3. Procedures. All plans, specifications and plot plans, including exterior material and color selections, must be submitted to the ACC in duplicate and be accompanied by a written request for approval and shall include a \$100 review fee. The ACC's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval, disapproval and/or corrections and modifications and the date thereof affixed to one copy of such plans and specifications. In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, then the plans shall be deemed approved. By approval of such plans, neither the ACC nor the Declarant assumes any obligation as to the build ability thereof or the suitability of the land for placement of full basements.

ARTICLE VI — INSURANCE

6.1. Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

(b) Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive liability insurance coverage for the Project, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage.

ARTICLE VII — MORTGAGE PROTECTION

7.1. Mortgage Protection. No breach of any of the covenants, conditions, restrictions and limitations contained herein shall defeat or render invalid any lien of any mortgage made in good faith and for value; provided, however, that all covenants, conditions, restrictions and limitations contained herein shall be binding upon an owner whose title is derived through foreclosure or transfer of sale.

7.2. Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law,

would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

7.3. Prior Liens Relate Only to Individual Lots. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual lot and not to the property as a whole.

7.4. Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a lot by the foreclosure of the Mortgage on the lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the lot free of any claims for unpaid assessments and charges against the lot which accrued prior to the date of the acquisition of title to such lot by such acquirer (except for claims for the pro rata reallocation of such assessments or charges to all lots, including the mortgaged lot). Any unpaid assessments shall be deemed to be Maintenance Expenses collectible from all of the lots, including the lot that has been acquired in accordance with the provisions of this Section.

7.5. Amendment. No provision of Article VII shall be amended without the prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Salt Lake County, State of Utah, as of the date of such amendment.

ARTICLE VIII — GENERAL PROVISIONS

8.1. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of the provisions contained within this Declaration. The Association or any of the Lot Owners shall have the right, but not the obligation, of enforcement as described in this Section 8.1.

8.2. Term. The provisions of this Declaration shall run with the land for a period of twenty-five (25) years from the date of its recording and shall be renewed and automatically continue thereafter for successive periods of ten (10) years each, unless at any time an amendment to or revisions of this Declaration is executed and recorded pursuant to Section 8.3, below, as defined therein.

8.3. Amendment. This Declaration may be amended in whole or in part by a written instrument executed by the then recorded Owners of two-thirds (2/3) of the Lots within the Subdivision and upon recording the same with the Recorder of Wasatch County, Utah. Notwithstanding the foregoing, until such time as the Declarant has conveyed greater than 75% of the lots, the Declarant may amend any portion of this Declaration without holding a meeting of the Members or without any vote by Owners.

8.4. Nuisances. No noxious or offensive activity will 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, including any violation of Section 2.14, above. No Lot shall

be used or maintained as a dumping ground for rubbish or debris. Owners of vacant lots shall keep their lots free and clear of weeds or debris. No structures of a temporary nature nor any trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently. Each Lot Owner shall be responsible for maintaining the sidewalk, curb and gutter in front of each Lot and will repair any damage thereto related to construction or otherwise. No Owner or contractor shall leave building or landscaping materials within the road right-of-way (Including sidewalks) for any prolonged period of time.

8.5. Litigation. The Association shall not maintain any legal action against any party in behalf of the Association without the vote of 75% of the total votes.

8.6. Interpretation. In interpreting the provisions hereof as they pertain to municipal zoning or subdivision ordinances, if there are any discrepancies with the Midway City zoning and subdivision ordinances, as amended from time to time, then the Midway City zoning and subdivision ordinances shall control such interpretation, including the meaning of any terms or definitions used herein.

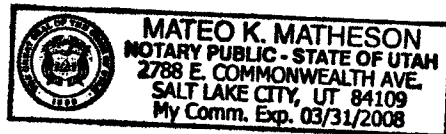
8.7. Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land, or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or who shall hereafter acquire any interest in a lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, mortgagee, tenant or occupant of a Lot or dwelling shall be subject to and shall comply with the provisions of this Declaration. Each party acquiring any interest in a Lot or dwelling thereby consents to and agrees to be bound by all of the provisions in this Declaration.

IN WITNESS WHEREOF, Declarant executes this Declaration as of the day and year first above written and further attests that Declarant is the record Owner of Lots within the Subdivision in excess of two-thirds (2/3) of the total thereof.

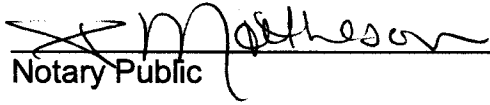
UTAH HOME BUILDING COMPANY,
a Utah corporation

By: Jeff Petersen, President

STATE OF UTAH)
COUNTY OF ~~WASATCH~~) :ss
Salt Lake



On this 28th day of August 2006 personally appeared before me Jeffrey Peterson, who, being by me duly sworn, did say that he executed the within instrument on behalf of Utah Home Building Company in the capacity indicated.


Notary Public