

**SELMAN RIDGE SUBDIVISION
SALEM CITY, UTAH**

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR
SELMAN RIDGE SUBDIVISION**

ENT37227:2023 PG 1 of 28
Andrea Allen
Utah County Recorder
2023 Jun 08 03:55 PM FEE 40.00 BY KR
RECORDED FOR Prospect Title Insurance
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This Declaration of Protective Covenants, Conditions, & Restrictions ("Declaration") is made as of the date of its recording in the Utah County Recorder's Office by Selman Estates LLC ("Declarant").

RECITALS

1. Declarant is the owner of fee simple title to that certain real property situated in the city of Salem, Utah County, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.
2. Declarant will create within and upon the Property (as defined below) a strictly residential complex to be known as Selman Ridge. In order to enhance and protect the value, desirability, and attractiveness of the Property, the Declarant desires to establish protective covenants, conditions, and restrictions thereon. Hereafter, conveyance of title to the Property or any portion thereof will be subject to the protective covenants, conditions, and restrictions hereinafter set forth.
3. Declarant and/or its Nominee(s) (as defined below) shall develop and improve the Property.
4. Notwithstanding anything to the contrary herein, no provision of this Declaration shall prevent the Declarant, or a Nominee, or their successors or assigns, from doing any of the following: (1) installation and completion of Improvements; (2) using any Building or Residence owned by the Declarant or a Nominee as a model home and/or a temporary construction or sales office; and (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or Utah County ordinances. Notwithstanding anything to the contrary herein, no provision of this Declaration shall prevent the Declarant, or its successors or assigns, from doing any of the following: (4) assignments of rights under this Declaration in whole or part; and (5) retentions of rights with respect to subsequent phases of the Project.
5. This Declaration does not, and is not intended to, create or relate to a community association. The Property is NOT submitted or otherwise subject to the Utah Community Association Act or the Utah Condominium Ownership Act.

COVENANTS, CONDITIONS AND RESTRICTIONS GENERALLY

NOW THEREFORE, in consideration of the Recitals above, the Declarant, in order to further preserve and maintain the integrity and of the Project, hereby covenants, agrees and declares that all of its interest as the same may from time to time appear in the Property shall be held and conveyed subject to the following covenants, conditions, restrictions which are hereby declared to be for the benefit of said interests in the Property, and the owners of said interests, their successors and assigns.

ARTICLE 1 DEFINITIONS

When used in this Declaration (including the "Recitals" and "Submission"), the following terms have the meaning indicated:

- 2 Declaration of Covenants, Conditions and Restrictions

- 1.1 “Building” shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.
- 1.2 “City” shall mean Salem City, Utah, a municipal corporation of the State of Utah.
- 1.3 “Declarant” shall mean Selman Estates, LLC and its successors and assigns.
- 1.4 “Design Guidelines” shall mean the design and development guidelines and application and review procedures adopted from time to time by the Architectural Review Committee (“ARC”) at its sole discretion, setting forth certain architectural standards and specifications regarding the location and design of the improvements, construction materials, lighting, landscaping, signage, and other matters applicable to the Lots or any portion thereof and relating to Improvements on the Property. All the Design Guidelines are incorporated in this Declaration by reference.
- 1.5 “Expansion Property” shall mean any real property that may be added to the Project by Declarant by recording additional Plats.
- 1.6 “Improvements” shall mean any object, thing or activity of any kind installed, located or occurring on the Property which changes the external appearance of any portion of the Property or any Lot or of any structure or thing affixed on the Property or any Lot, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all Buildings, structures, landscaping and lawns, exterior walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.
- 1.7 “Lot” shall mean each or any individual lot as more particularly described in this Declaration, and any other lot or parcel shown on any Plat to the extent such lots or parcels are part of the Property. References in the Declaration to a specific Lot shall refer to the particular Lot as set forth in this Declaration and, as applicable, on the Plat for such Lot.
- 1.8 “Merchant Builder” shall mean an Owner who as a licensed contractor is in the business of building homes and intends to build and sell a Residence and does not intend to occupy it.
- 1.9 “Nominee” shall mean any person or entity appointed by Declarant, in writing, to manage or supervise all or any portion of the development and improvement of the Property. Declarant may appoint, replace, or terminate any Nominee at any time, in Declarant’s sole and absolute discretion.
- 1.10 “Occupant” shall mean and include the Owners, their respective heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Project under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.
- 1.11 “Owner” shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including any purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.12 “Period of Declarant Control” shall mean the period of time during which the Declarant may act as the ARC or appoint ARC Members. Such period shall commence on the date this Declaration is recorded and terminates if and when the Declarant executes and records a written waiver of its right to control the Association. The Special Declarant Rights contained within this Declaration may last beyond the Period of Declarant Control for the maximum length permitted by law. If the Declarant elects to waive one or more, but not all, of its Special Declarant Rights, then all Special Declarant Rights not waived shall remain in full force and effect.

1.13 “Permittees” shall mean all Occupants and all other invitees of Occupants.

1.14 “Plat” shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Buildings, improvements, or Residences created by the Plat shall comprise the Project; and (d) which is filed for record in the office of the County Recorder of Utah.

1.15 “Project” shall mean all of the Property, together with all of the Residences, Buildings and other Improvements constructed thereon.

1.16 “Property” shall mean the real property described on Exhibit “A” attached hereto and incorporated herein by this reference and, subsequent to an annexation thereof pursuant to this Declaration, any other real property which shall become subject to this Declaration.

1.17 “Residence” shall mean and refer to any Building situated upon a Lot in the Project which has its own principal access to the outside, is not located over or under another Residence, and is designed and intended for separate, independent residential use and occupancy. All pipes, wires, conduits, HVAC equipment, or other similar equipment or public utility lines or installation constituting part of a particular Residence or serving only that Residence shall be considered part of that Residence.

1.18 “Single Family” shall have the same meaning as that term, or its equivalent has in City ordinances.

1.19 “Supplementary Declaration” shall mean each of those certain supplementary declarations of protective covenants, conditions and restrictions or similar instruments, if any, recorded subsequent to this Declaration, which annex any Expansion Property and thereby extend the plan of this Declaration to such additional property as provided herein.

ARTICLE 2 COVENANTS, CONDITIONS, AND RESTRICTIONS

2.1 Permitted Use. All Lots shall be residential. Lots shall not be further subdivided and, except for the powers and privileges herein reserved by the Declarant, the boundaries between Lots shall not be relocated without the prior express written consent of the ARC. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) Single Family Residence and, if any, its customary and usual accessory structures (unless otherwise prohibited herein). A Residence shall have only one main front entrance, one address, and one electric meter and shall not have a separate second living unit or accessory apartment. Without limiting the foregoing, only a Single Family may occupy any

Residence on any Lot. No Building or structure intended for or adapted to business or commercial purposes or commercial use shall be erected, placed, permitted, or maintained on any Lot, or any part hereof, save and except those related to development, construction and sales purposes of a bona-fide builder or the Declarant. No Owner or Resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any Residence which would (a) attract automobile, vehicular or pedestrian traffic to the Lot, or (b) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Project's residents. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the Design Guidelines, City zoning ordinance or any other statutes, rules, regulations and ordinances of the City or any other governmental authority having jurisdiction over the Project.

2.2 Garages. Each Residence erected on any Lot shall provide garage space for a minimum of three (3) conventional automobiles, unless otherwise specifically approved by the ARC. Each Owner and resident shall use their respective best efforts to park and store their automobiles within the garage. All garage doors shall (a) be equipped with an automatic and remote-controlled door opener, and (b) be closed at all times when not in use. Detached garages, guest quarters and storage rooms may be permitted under rigid circumstances if; as and when, in the absolute opinion of the ARC, the exterior surface and appearance will substantially compare with a garage and if absolutely no storage of items, which would otherwise be visible, will occur thereunder. Any and all proposed garage plans and specifications must be submitted to the ARC for review and approval. Additionally, no garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles unless approved in writing by the ARC.

2.3 Animals. No animal, bird, or fish, other than a reasonable number of generally recognized, house or yard pets, as determined solely by the Board, shall be maintained on any Lot and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard (including electric fences) or on a leash at all times. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained to be visible from neighboring property, unless otherwise approved by the ARC. If an Owner, Resident or Bona-Fide Lessee fails to abide by the rules and regulations and/or covenants applicable to pets, the Board may bar such pet from use of or travel upon the Common Properties. The Board may subject ingress, egress, use, or travel upon the Common Properties by a person with a pet to a user fee, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of an Owner, Resident or Bona Fide Lessee to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health of any Owner, Resident or Bona-Fide Lessee of a Lot or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board, must be permanently removed from the Community property upon seven (7) days' written notice by the Board. Upon the written request of any Owner, Resident or Bona-Fide Lessee, the Board shall conclusively determine, in its sole and absolute subjective discretion whether for the purposes of this Section 10.06, a particular animal, fish or bird is a generally recognized house or yard pet, whether such a pet is a nuisance or whether the number of animals, fish or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.

a. Animal Shelters. No barn, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Subdivision. A reasonable number of

household pets will be permitted in accordance with Salem City ordinances, so long as such pets do not constitute a nuisance for other residents of the Subdivision and comply with any leash laws in effect. Chicken coops are permitted if the structure, and number of chickens, are permitted by the City code.

2.4 Temporary Occupancy and Temporary Buildings. No trailer; basement of any incomplete building; Conex box, tent, shack, garage, bin and no temporary buildings or structures of any kind, shall be used at any time for a Residence either temporary or permanent. Temporary buildings or structures may be approved by the ARC for use during the construction of any structure on any property, but shall be removed immediately after the completion of construction.

2.5 Maintenance of Lawns and Planting. Each Owner of a Lot shall keep and maintain all shrubs, trees, hedges, grass and plantings of every kind located on (i) his or her Lot (including set back areas); (ii) any other public right-of-way or easement area which abuts the Owner's Lot and which is located between the boundary line of his or her Lot and the paved area of any street, sidewalk, bike path or similar area; and (iii) any non-street public right-of-way or easement area adjacent to his or her Lot, neatly trimmed, and shall keep all such areas properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any area over which a municipal authority assumes the responsibility. The ARC may require landscaping by the Owner of all or any portion of an improved or developed Lot including the areas described in this Section above.

2.6 Landscaping. The following landscape criteria shall apply to all Lots, and all landscape plans shall be approved by the ARC. Landscape plans must be submitted to the ARC within ten (10) days of passing the "four-way" inspection by the City of Salem. All Owners and Residents are required to install or cause to be installed all landscaping and irrigation based on the following schedule:

a. Lot Owners shall be responsible to complete the landscaping of the front yard within thirty (30) days from the date the home receives a certificate of occupancy. Rear, side and corner side yard landscaping shall be installed within ninety (90) days of receipt of a certificate of occupancy (or similar approval for occupancy) for the Residence, weather permitting. Owners and Merchant-Builders whose homes receive certificate of occupancy during the months of October through March will be allowed to postpone the installation of their landscaping until the following June 30th. Merchant-Builders are required to offer a front yard landscape option package to Owners that meets the herein-described minimum requirements. All front yards shall be fully landscaped and irrigated using a combination of turf grass, trees, shrubs, perennials, and groundcovers. Required and included in the landscaping plan on the frontage of each Lot, shall be minimum 2-inch caliper trees, spaced every 40 feet, centered within the planter strip behind back of the curb. Placement of the specie "Gleditsia Triacanthose" (Shademaster Honey Locust), or any other species selected and approved by the ARC, shall be determined by the ARC at time of landscaping review. Landscaping shall include adequate automatic sprinkler system for all landscaped areas. All landscaping must include a minimum of lawn, two trees, and ten shrubs (Ground cover and decorative boulders may also be included. The Lot Owner shall thereafter maintain said landscaping, including but not limited to irrigation, fertilizing, lawn mowing, weed extraction, and leaf and snow removal.

b. Lot Owners who do not commence building a Residence directly after the date of closing on an empty Lot shall be required to maintain the vacant Lot and ensure it is free of weeds, debris, trash, etc. and the sidewalk should be plowed during the winter months.

2.7 Nuisances: Construction Activities. No weeds, dead trees or plants, rubbish, or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or parcel whether vacant or not, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its residents. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located; used or placed on any such property: Normal construction activities and parking in connection with the building of improvements on a lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during vacant or construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials may be piled only in such areas as may be approved by the ARC. In addition, any construction equipment and building materials stored or kept on any Lot during vacancy or construction of improvements may be kept only in areas approved by the ARC, which may also require screening of the storage areas, The ARC in its sole discretion shall have the right to determine the existence of any such nuisance. Failure to keep any Lot free of nuisance may subject the Owner of the Lot to a Specific Assessment as provided for in this declaration. Vacant Lots must be sprayed for weed control at a minimum in May and August of each year and more often if needed.

2.8 Disease and Insects. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

2.9 Repair of Improvements. No improvement on any Lot shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any improvement is damaged or destroyed, then, subject to the approvals required herein, such improvement shall be immediately repaired, rebuilt, or demolished. If any improvements should be demolished, then the Owner shall at all times maintain the vacant Lot in a clean sightly condition, and shall clear and shall continue to clear the Lot of any weeds, debris, garbage, trimmings, or like items.

2.10 Antennas and Satellite Dishes. Antennas and satellite dishes shall be prohibited on any Lot, except (a) antennas or satellite dishes designed to receive direct broadcast satellite services which are one meter or less in diameter, (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is:

- a. Located in the attic, crawl space, garage; or other interior spaces of the Residence or another approved structure on the Lot so as not to be visible from outside of the residence or other structure;
- b. Located in the rear yard of the Residence (i.e., the area between the plane formed by the front façade of the Residence and the rear lot line) and setback from all lot lines at least fifteen (15) feet;
- c. Attached to or mounted on a deck or patio and extending no higher than the eaves of that portion of the roof and the Residence directly in front of such antenna; or

d. Attached to or mounted on the rear-wall of the Residence so as to extend no higher than the eaves of the Residence at a point directly above the position where attached or mounted to the wall. Notwithstanding the foregoing, the ARC may adopt design guidelines establishing alternative locations and requiring screening of all Permitted Devices.

2.11 Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

2.12 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are approved by the ARC or required by the applicable municipal authority. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection. All rubbish, trash and garbage all be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

2.13 Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed or maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from neighboring property.

2.14 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) such machinery or equipment as in usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building and appurtenant structures, or other improvements; or (ii) that which Declarant may require for the operation and maintenance of the Project.

- a. Signs required by legal proceedings;
- b. Not more than two (2) identification signs for individual residences, each with a surface area of seventy-two (72) square inches or less;
- c. Signs (including "for sale" and "open house" signs) the nature, size, number and location of which have been approved in advance and in writing by the ARC or which comply with signage guidelines adopted by the ARC. Notwithstanding the foregoing, the ARC shall not place design restrictions on political signs but may regulate the time, place, and manner in which political signs are displayed.
- d. Signs of Merchant Builders on any Lot approved from time to time by Declarant as to number, size, colors, design, message content, location and type; and
- e. Such other signs (including but not limited to construction job identification signs, builders' signs, and subdivision) which are in conformance with the requirements of the applicable municipal authority and which have been approved in writing by the ARC as to size, colors, design, message content and location
- f. The ARC may approve signs for home businesses allowed by Salem City.

2.15 Restriction on Rezoning. No Lot shall be further subdivided or separated into smaller lots or interests by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Declaration (or the ARC following the Development Period), which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Lot. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into Lots any property or parcels at any time

owned by Declarant and which has not previously been platted or subdivided into Lots. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Declarant or the ARC, and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with a municipal authority unless the proposed use of the Lot complies with this Declaration.

2.16 Fences Generally. All fences (design and materials) must be approved by the ARC. Wire and wood fences are prohibited unless otherwise approved by ARC. All fences shall be decorator metal (steel or wrought iron), vinyl, or masonry walls and such fences may include finished brick or stone pony walls and/or columns, and all must be approved by the ARC. Privacy shall be accomplished by landscaping using hedges, plants and bushes. Corner Lot Owners must install a fence to enclose the backyard from the streetside. Each Lot Owner shall remain responsible for maintaining and replacing the portion of any perimeter fence facing his or her Lot. All perimeter walls and fencing along streets must be constructed and maintained in good repair and in a clean, attractive condition as determined by the Declarant or the ARC.

2.17 Fences Between Lots. Except as hereinafter provided, the rights and duties of Lot Owners with respect to fences between Lots shall be as follows:

a. The Owners of contiguous Lots with an exterior fence between the Lots shall both equally have the right to use such fence, provided that such use by one Owner does not interfere with the use and enjoyment of the same by the other Owner.

b. Except as provided below the cost of reasonable repair and maintenance of the fence shall be shared equally by the adjoining Lot Owners.

c. In the event that the fence is damaged or destroyed through the act or inaction of an Owner or the Owner's invitees, agents, guests or members of his or her family, it shall be the obligation of such Owner to promptly rebuild and repair the fence without cost to the Owner of the adjoining Lot. Any liability imposed on an Owner hereunder shall not prevent the Owner from seeking indemnity therefore from the persons causing such damage.

d. In the event the fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act or inaction of an adjoining Owner, or the Owner's invitees, agents, guests or members of his or her family, it shall be the obligation of all Owners whose Lots adjoin the fence to rebuild and repair the fence at their joint expense; such expense to be allocated among the Owners proportionate to the area of each Owner's Lot that fronts the fence.

e. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

f. In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding. Anything in the foregoing to the contrary notwithstanding.

2.18 Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures as approved by the Declarant or the ARC, except for:

- a. overhead power poles and lines to perimeter areas of the Project as approved by Declarant; and
- b. boxes on the ground for electrical or communication connections, junctions; transformers and other apparatus customarily used in connection with such underground lines, wires and other devices.

2.19 Overhead Encroachments. No tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet without the prior approval of the ARC.

2.20 Trucks, Trailers, Campers and Boats. No mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, boats, boat-trailers, automobiles, trucks, motor homes, horse or other trailers or other similar equipment or vehicle, shall be stored in excess of two (2) days in driveways and shall never be stored on streets or other areas in open view within the Project, nor shall any such vehicles be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street in the Project so as to be visible from neighboring property, or visible from the streets; provided, however, the provisions of this Section shall not apply to pickup trucks of less than 3/4-ton capacity with camper shells not exceeding seven (7) feet in height measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are parked in compliance with all regulations herein and are used on a regular and recurring basis for basic transportation. Any of the above vehicles, or any part thereof, not in actual use shall be stored or placed in a garage, behind a fence, or other walled-off or enclosed space. No commercial vehicle exceeding 3/4 ton shall be kept or stored upon any Lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the Project shall be parked overnight in any street within the Project. "Commercial vehicle" for this purpose shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for lure or other than for business or other commercial purpose.

2.21 Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street in the Project, and no inoperable vehicle may be stored or parked on any such Lot or on any street, so as to be visible from another Lot or from the street; provided, however, that the provisions of this Section shall not apply to (i) emergency vehicle repairs; (ii) temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the ARC; (iii) vehicles parked in garages on Lots so long as such-vehicles are in good operating condition and appearance and are not under repair; and (iv) non-Commercial vehicle repair within a garage which is closed except as necessary for ingress and egress.

2.22 Parking. It is the intent of the Declarant to restrict on-street parking as much as possible. Vehicles of all Owners and residents, and of their employees, guests and invitees, are to be kept in garages and residential driveways of the Owner and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot; provided, however, this Section shall not be construed to permit the parking in the above described areas of any vehicle whose parking in the Community is otherwise prohibited or the parking of any inoperable vehicle. Recreational vehicles shall be parked in covered garages except for limited periods for loading and unloading in residential driveways. Without limiting the generality of the foregoing, residents and Owners shall not permit recreational vehicles to be used for overnight sleeping within the Project. Overnight parking of vehicles on the roadway is discouraged, and any vehicle parked in the roadway over 24 hours within the Project is subject to towing and storage fees at the owner's expense. Vehicle parking in the roadway within the Project during inclement winter weather, whereas to impede snow plows and other road snow clearing equipment is prohibited, and subject to towing and storage fees at owners expense. ARC members have full authority to have a vehicle or recreational vehicle towed if it is in violation with these regulations.

2.23 Draperies and Window Coverings. Each Owner of a Lot shall install suitable window treatments on all exterior windows. In no event shall windows be covered with paper, aluminum foil, bed sheets or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material shall be used as a window covering unless such material has been approved by the ARC.

2.24 Drainage. No Owner or resident shall interfere with or obstruct the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by Declarant.

2.25 Garage Openings. All garages shall be fully enclosed. No carports shall be permitted. No garage door shall be open except when necessary for access to and from the garage.

2.26 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other Resident or occupant of a Lot, any member of the ARC, or its authorized representative, shall have the right to enter upon and inspect any Lot, and the improvements thereon, except for the interior portions of any completed Residence, for the purpose of ascertaining whether or not the provisions, of this Declaration have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

2.27 Health Safety and Welfare. In the event additional uses, activities and facilities are deemed by the ARC to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the ARC may make rules restricting or regulating their presence within the Project as part of the Design Guidelines.

2.28 Model Homes. The provisions of this Declaration which, in certain instances, prohibit nonresidential use of Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by persons authorized by the Declarant and engaged in the construction of Residences at the Project and parking incidental to the visiting of such model homes so long as the location of such model homes and the opening and closing hours are approved by the ARC or the Declarant. The ARC or Declarant may also permit Lots and other areas to be used for parking in connection with the showing of model homes so long as such parking and parking areas are in compliance with the ordinances of the governing municipal authority and any rules of the ARC.

2.29 Incidental Uses. The Declarant or the ARC may approve uses of property within the Project which are incidental to the full enjoyment by the Owners. Such approval may be subject to such regulations, limitations and restrictions, including termination of the use, as the Declarant or ARC may wish to impose, in its sole discretion, for the benefit of the Project as a whole. By way of example and not of limitation, the uses which the Declarant or ARC may permit are private roadways and streets intended primarily for the benefit of all or certain Owners and residents within areas of the Project; a business office for the ARC; tennis courts; and a sales, information and marketing center operated by the Declarant or its agent or representative.

2.30 Leases. Any lease between an Owner and a lessee respecting a Lot or Residence shall be in writing, shall have a minimum term of one (1) year, and shall be subject in all respects to the provisions of this Declaration and the Design Guidelines, and any failure by the lessee to comply with the terms of this Declaration and such Design Guidelines shall be a default under the lease. Specifically, all leases shall require, without limitation, that the tenant acknowledge receipt of this Declaration and a copy of the Design Guidelines. All leases shall obligate the tenant to comply with the foregoing.

2.31 Tree Removal. No trees shall be removed, except for (a) diseased or dead trees; and (b) trees which must be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC.

2.32 Non-disturbance. Certain areas in the project may be designated as "Non-disturbance Areas" at the Declarant's sole discretion in order to preserve such area's natural beauty. Such areas may be identified on a Plat or other written document provided to an Owner. No improvements (whether temporary or permanent), landscaping, alterations, repairs, excavation, grading or other work which in any way alters the exterior appearance of any Non-disturbance Area from its natural state existing on the date this Declaration is recorded shall be made or done without the prior approval of the ARC. No building, fence, wall, Residence or other improvement shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the ARC. All subsequent additions to or changes or alterations in any building, fence, Residence or other improvement, including exterior color scheme, and all changes in the grade of Non-disturbance Areas, shall be subject to the prior written approval of the ARC. No changes or deviations in or from the plans and specifications once approved by the ARC shall be made without the prior written approval of the ARC.

2.33 Energy Conservation Equipment. Solar energy collector panels are allowed as long as the hardware is constructed and installed as an integral and harmonious part of the architectural design of a structure.

2.34 Lighting. Holiday decorative lights may be displayed beginning only 30 days prior to the holiday and for 30 days after the holiday. The ARC may adopt guidelines further reasonably restricting the time, place, and manner in which holiday decorative lights are displayed.

2.35 Violations of Law. Any activity which violates local, state, or federal laws or regulations is prohibited; however the ARC shall have no obligation to take enforcement action in the event of a violation.

2.36 Easement for Development. The Declarant hereby reserves an easement throughout the Project for the purpose of completing all improvements contemplated by the Declarant or by this Declaration.

Declarant shall be entitled to use all open space within the Project, roadways within the Project and other facilities located in the Project in order to make improvements and to continue with the development of the Project.

2.37 Sales Offices. Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project, and models in any areas of the Project owned by the Declarant. Declarant may relocate sales offices, management offices and models to other locations within the Project at any time.

2.38 Poles. No pole, including but not limited to a flag pole, shall be placed, constructed, or maintained on any Lot or other part of the Project unless such pole is approved in advance by the ARC. The ARC may adopt one or more rules or regulations permitting an Owner to install and maintain a flag pole upon Owner's Lot, provided that the location and size of such flag pole (and the number and size of any flag(s) mounted thereon) may be regulated by the ARC, and may, if so provided in such rule or regulation, be made subject to the prior approval thereof by the ARC. Nothing in this section shall be deemed to prohibit the Declarant from installing and maintaining the flag poles on, at, or adjacent to model homes within the Project. Poles, to which basketball backboards, goals, and related equipment are affixed, shall also be governed by this section.

2.39 Business Activities. Property within the Project other than property owned by the Declarant, shall not be used for any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or resident may conduct business activities within the Residence so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (b) the activity conforms to all zoning requirements for the Project; (c) the activity does not involve regular visitation of the Residence by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the project; and (d) the activity is consistent with the residential character of the project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the project. This Section shall not apply to any activity conducted by the Declarant or a Merchant Builder approved by the Declarant with respect to its development and sale of the Lots or its use of any Residences which it owns within the Project.

2.40 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is hereby expressly prohibited, except as may be necessary in conjunction with landscaping or construction of improvements. Minimum finished elevations established on the Plats shall be maintained at all times, unless a variance is secured by the Owner from the ARC.

2.41 Declarant's Exemption. So long as the Declarant owns a Lot in the Project, the Declarant shall be exempt from the restrictions contained in this Article. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development or sale of property within the Project.

2.42 Variances. Subject to the provisions of the Design Guidelines, the ARC may, at their option and sole discretion, grant variances from the restrictions set forth in this Declaration, including, without limitation, variances to the restrictions contained in this Declaration or in any Design Guidelines, if the ARC determines in their sole discretion (a) either (i) that a restriction would create an unreasonable hardship or burden or (ii) that a change of circumstances since the date this Declaration is recorded has

rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any substantial adverse affect on the Owners and residents in the Project and is consistent with the high quality of life intended for Owners and residents in the Project.

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

ARTICLE 3 GENERAL CONSTRUCTION REQUIREMENTS

3.1 Construction of Improvements on Each Lot. All work performed in the construction, maintenance, repair replacement, alteration or expansion of any Improvement on a Lot shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (a) access to or from any other Lot, or part thereof; (b) construction work being performed on any other Lot; or (c) the use, enjoyment or occupancy of any other Lot. Any replacement, alteration or expansion of any Improvement on a Lot shall be in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government, or any department or agency thereof and no such work shall cause any Improvement located on any other Lot to be in violation of any such laws, rules, regulations, orders or ordinances. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot shall be done in a good and workmanlike manner and in accordance with engineering standards.

3.2 Staging of Construction of Improvements. Staging for the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to such Lot.

3.3 Approved Builder. Only contractors approved in advance by the ARC, in its sole discretion, may construct Improvement(s) upon the Lots and Residences.

3.4 Declarant Exemption. The Declarant and its Nominees are exempt from the provisions of this Article.

ARTICLE 4 ARCHITECTURAL REVIEW COMMITTEE AND DESIGN GUIDELINES

4.1 The ARC shall have the sole and full authority to prepare and to amend the Design Guidelines, subject to approval of the City (if applicable). Owners, builders and developers who seek to engage in development of or construction upon any portion of the Project shall conduct their operations strictly in accordance with the Design Guidelines. The following Design Guidelines shall apply unless and until the ARC adopts amended Design Guidelines intended to replace them, which it shall have authority to do without amending this Declaration:

a. Minimum Floor Space. The minimum square feet of air-conditioned, above-ground living area (exclusive of all porches, garages or breezeways attached to the main dwelling) shall be: 2200 SF for single-story homes and 2600 SF for two-story homes with a minimum of 1800 SF on the main level. Split-level or split-entry homes will not be allowed in the subdivision. The finished Residence shall have a minimum appraisal value of \$250,000, minus the lot and landscaping.

b. Exteriors. All exteriors must be tastefully designed to represent one of these styles: Mountain Modern, Traditional, Craftsman, Farmhouse, Modern, Ranch, Contemporary, French Country, Colonial, Tudor, Cape Cod, etc. Exterior materials such as brick, rock, lap siding, board and batten, shake, etc. with the exclusion of vinyl siding must be used. Smooth or specialty stucco can be used on 100% of a home's surface in lieu of masonry with ARC approval. All sides of the home should be designed with varying dimensions, pop outs, architectural or design features, windows, etc. Roofs may be composed of asphalt shingles, metal, tiles, slate or slate composite, cedar shingles, etc. with a minimum 30-year guarantee. All color palettes should have a cohesive feel throughout the neighborhood and must be approved by the ARC. Colors that are not monochromatic or earth tones may not be approved by the ARC, such as hot pink, bright blues, oranges, yellows, etc. Floorplans and color palettes must be submitted to the ARC for approval.

d. Change in Grade. The surface grade or elevation of the various Lots in the Project shall not be substantially altered or changed in any manner which would affect the relationship of such Lot to other Lots in the Project, or which would result in materially obstructing the new from any other Lot in the Project.

e. Utilities. All electric, television, cable television, telephone and other utility line installments and connections from the property line of any Lot to the Residence or structures thereon shall be placed underground.

f. Detached Accessory Buildings. A detached accessory building may be permitted, subject to all covenants, conditions, and restrictions imposed by this Declaration and as approved by the ARC. Any detached accessory building shall compliment, in design and composition, the dwelling constructed on the Lot. In no event shall an accessory building be permitted on a Lot with a height or number of stories greater than the Residence on such Lot.

g. Moving of Structures. No structure of any kind shall be moved from any other place to the Project without the prior written approval of the ARC.

h. Compliance with Zoning Ordinances of Salem City. All improvements in the Project shall be placed and used upon the Lots in accordance with the provisions of the applicable Salem City zoning ordinance, unless otherwise modified or restricted by the covenants herein.

i. Temporary Structures. No trailer, tent, shack or other outbuilding shall be placed upon or used at any time within the Project as a temporary or permanent residence.

4.2 No improvements (whether temporary or permanent), alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any property within the Community or the improvements located thereon, from its natural or improved state existing on the date this Declaration is recorded shall be made or done without the prior written approval of the ARC, except as otherwise expressly provided in this Declaration. No building, fence, wall, Residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the ARC. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots, shall be subject to the prior written approval of the ARC. No changes or deviations in or from the plans and specifications once approved by the ARC shall be made without the prior written approval of the ARC.

Without limiting the generality of the forgoing, the vertical height of the exterior of any Residence or other structure shall not exceed to stories aboveground.

4.3 A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

4.4 The ARC may, at its sole discretion, deny any proposal (including design options chosen in a design center) if the ARC finds the proposal would be inappropriate for the particular Lot or Residence or incompatible with the Design Guidelines. Considerations such as siding, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots, Residences, or common area, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.

4.5 Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

4.6 The ARC's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

4.7 The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date. The ARC shall have authority to record a document giving notice of the noncompliance with recorder's office in the county where the Lot is located.

4.8 The ARC shall not be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

4.9 The ARC shall consist of no less than three (3) persons. During the Period of Declarant Control, all members of the ARC shall be appointed or removed by the Declarant or, during such time, if the Declarant does not appoint anybody to serve on the ARC, the Declarant shall be authorized to exercise all of the powers that would otherwise be exercised by the ARC. After the Period of Declarant Control, the Owners may appoint or remove members of the ARC by the affirmative vote of the majority of the Owners or may elect not to elect an ARC.

4.10 Notwithstanding anything to the contrary herein, the Declarant shall not be required to submit or receive any approval from the ARC for any purpose.

4.11 During the Period of Declarant Control, this Article shall not be amended without the written consent of the Declarant.

4.12 Submittal to the ARC.

- a. Please submit all required items to selmanridgearc@gmail.com
- b. A Fee for the review process will need to be paid in order for the ARC to grant approval. The fee may be lessened or waived at the sole discretion of the ARC members. The Fee amount is \$1,500.00, and is to be payable to Selman Estates, LLC delivered to 701 North Main Street, Spanish Fork, UT 84660.

**ARTICLE 5
REPAIR AND MAINTENANCE**

5.1 Owner Duties. Every Owner shall, subject to Section 5.2, repair, replace, maintain, paint, and re-finish all portions of such Owner's Lot, Residence, and Improvements thereto in a clean, safe, and attractive condition at all times, and in compliance with this Declaration and the Design Guidelines;

5.2 ARC Approval Required for Certain Modifications and Alterations. Notwithstanding anything to the contrary herein, an owner shall not do any of the following without prior written consent from the ARC:

- a. undertake any structural modification, structural alterations, or structural installations to his or her Residence;
- b. replace exterior building surfaces or any part thereof including roofs; or
- c. cause any outbuildings to be placed or erected on his or her Lot.

5.3 Standards for Maintenance and Construction.

- a. Maintenance of the exterior of Residences and Improvements shall be accomplished in accordance with the Design Guidelines.
- b. Throughout any period of construction upon a Lot, the Owner of such Lot shall keep the Lot and all streets used by construction equipment or trucks in clean and safe condition, shall remove daily all trash, rubbish, debris, mud and dirt therefrom, shall take all measures necessary or appropriate to control dust, blowing sand and erosion, whether by wind or water, on the Lot and shall so conduct all such construction so as not to interfere with free and ready access to existing Buildings and neighboring Lots.

5.4 Declarant Exemption. The Declarant and its Nominee(s) are exempt from the provisions of this Article.

**ARTICLE 6
EASEMENTS AND LICENSES**

6.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

a. Wherever sanitary sewer, water, electricity, gas, telephone and communication lines or drainage facilities are installed within the Property, there is hereby reserved and established for the benefit of the Owners of any Lot served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the Lots owned by others, in or upon said lines or facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon;

b. Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Property, which lines or facilities serve more than one (1) Lot, the Owner of each Lot served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Lot; and

c. The foregoing provisions of this Section shall not be deemed to give any Owner the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

6.2 Reservation of Access and Utilities. Easements over the Property for the installations and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Property are hereby reserved and established for the benefit of each Owner and their respective successors and assigns. Declarant, for the benefit of Declarant and its Nominee(s), hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and those claiming by, through or under the Owners; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Declarant as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

6.3 Pedestrian Walkway Easements. Nonexclusive easements over, upon, across and between each Lot are hereby reserved and established for the benefit of each Owner, their respective successors and assigns, and the Occupants and Permittees of each Owner for the purpose of pedestrian traffic, limited, however, to those portions of each Lot which are improved by the Owner thereof from time to time for

pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner.

6.4 Easements for Encroachments. If any structure constructed by Declarant on any Lot or Residence now or hereafter encroaches upon any other Lot or Residence, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot or Residence shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or Residence or upon any portion of any common area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

6.5 Easements for Construction and Development Activities. Declarant, for the benefit of Declarant and its Nominee(s), reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Residences and Improvements; (b) to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs with respect to the sales of Residences, or other property in the Project or within any undeveloped land; (c) construction, installation and maintenance of roadways, walkways, structures, and other facilities designed for the use and enjoyment of some or all of the Owners; and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property, of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities.

6.6 Income Generated from Service Providers. Declarant, as owner of the real property at the time it is annexed into the Project through recordation of a plat which includes the dedication of certain utility easements to the City or County may negotiate terms with service providers that desire to install infrastructure to provide services to Owners in the Project. Any income gained from these Bulk Service Agreement with Bulk Providers by Declarant may be retained by the Declarant. "Bulk Provider" shall mean any private, public, or quasi-public utility or other company which provides, or proposes to provide, cable television, satellite television, high speed internet, security monitoring, or other electronic entertainment, information, communication, or security services, or concierge or other personal services to the Owners, Occupants, or Residences within the Project pursuant to a Bulk Service Agreement. "Bulk Service Agreement" shall mean any agreement between the Declarant and a Bulk Provider pursuant to which the Bulk Provider would provide cable television, satellite television, high speed internet, security monitoring, or other electronic entertainment, information, communication, or security services, or concierge or other personal services, to Owners, Occupants, or Residences within the Project.

ARTICLE 7

NATURE OF EASEMENTS, LICENSES, AND RIGHTS GRANTED

7.1 Easements Appurtenant. Each and all of the easements, licenses, and rights granted or created herein are appurtenances to the affected portions of the Property and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements, licenses, and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

7.2 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- a. are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Lots;
- b. create mutual equitable servitudes upon each Lot in favor of the other Lots;
- c. constitute covenants running with the land; and
- d. shall bind every person or entity having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision is to be performed on such portion.

ARTICLE 8 EXPANSION RIGHTS AND SUBMISSION

8.1 Right to Expand. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time to time by adding to the Project all or a portion of the Expansion Property. The Buildings on the Expansion Property are required to be substantially similar to those constructed upon the Property.

8.2 Annexation without Approval and Pursuant to General Plan. All or any part of the Expansion Property may be annexed to and become subject to this Declaration without the approval, consent or vote of the Owners or any other persons or parties, provided that a Supplementary Declaration covering the portion of said Expansion Property sought to be annexed, shall be executed by the then Owner or Owners thereof, consented to by Declarant, and recorded. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and thereafter said annexed real property shall be part of the Property.

8.3 Supplementary Declaration. The annexations authorized under this Article may be made by recording a Supplementary Declaration of Protective Covenants, Conditions and Restrictions, or similar instrument, with respect to the Expansion Property which shall extend the plan of this Declaration to such property. Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property unless such Supplementary Declaration is approved in the manner required herein for an amendment to this Declaration.

8.4 No Obligation to Expand. This Declaration is not intended, and shall not be construed so as, to impose upon Declarant an obligation respecting, or to restrict Declarant in any way with regard to the addition to the Project of any of the Expansion Property.

8.5 Owners' Obligations Concerning Expansion of Project. Each Owner, by acquiring his or her interest in the Project, agrees not to inhibit or oppose Declarant's future development of the Expansion Property (whether or not added to the Project) and the obtaining of necessary approvals therefore. Without limiting the scope of the immediately foregoing sentence, no Owner, directly or indirectly, shall oppose such development in public meetings, by petition, or by legal actions.

ARTICLE 9 AMENDMENTS

9.1 Manner of Amending. This Declaration may be amended as follows:

a. During the Period of Declarant Control, this Declaration may only be amended, altered or modified by an amending document approved and signed by the Declarant and no other Owners will be required to approve such amendment, alteration or modification; and

b. Subject to Section 10.5, after the Period of Declarant Control, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of no less than sixty-seven percent (67%) of the Owners.

c. Notwithstanding anything to the contrary herein, if an Article of this Declaration contains a more restrictive amendment provision relating to that Article, the more restrictive provision shall control.

9.2 Consent to Amend. If an Owner consents to the Amendment of this Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

9.3 Acceptance of Deed. By acceptance of a deed of conveyance to a Lot or Residence each Owner thereby gives its full, irrevocable and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

ARTICLE 10 LITIGATION ALLEGING DEFECTS

10.1 Actions Arising Out of an Alleged Defect. No Owner shall institute an action against any person which arises out of an alleged defect in the development of the Project until: (i) Declarant, Nominee(s), and the person(s) who physically constructed the portion of the Project in which the alleged defect exists have been notified and given a reasonable time and opportunity in which to inspect, assess, correct, or redesign any alleged defect or other portions of the Project (provided, however, that the terms of this Article shall not create an obligation of any person to effect a repair of an alleged defect); (ii) the Owner(s) have pursued their remedies under any express warranty covering all or any portion of the alleged defect; (iii) the Declarant, Nominee(s), and the affected contractor(s) have been given the opportunity to meet with the Owner(s) regarding the alleged defect; and (iv) all proposed parties to the action have been given a reasonable opportunity to mediate any dispute or disagreement relating to the alleged defect, and have either participated or refused to participate in such mediation.

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10.2 Compensation of Legal Counsel. No action affected by this Article shall be conducted utilizing legal counsel who are compensated on a contingency fee or similar means of compensation in which litigation costs and attorneys' fees are not paid on a current basis or are paid out of the settlement or judgment amount recovered by the Owner(s) in such action.

10.3 Application and Amendment of this Article. This Article shall not apply to: (i) any action brought by the ARC or Declarant to enforce the provisions of this Declaration; (ii) any action brought by an Owner against another Owner to enforce the provisions of this Declaration; or (iii) counterclaims brought by the ARC or Declarant in proceedings instituted against them collectively or individually.

10.4 Repurchase Option for Construction Defect Claims. In the event any Owner shall commence action against Declarant, any Nominee, or their assigns, successors, subsidiaries, related construction entities, or other entities established by Declarant or any Nominee, or any members of Declarant or any Nominee, in relation to the construction of any Residence, or in relation to any alleged construction defects, Declarant and its Nominee(s) shall each have the option, but not the obligation, to purchase the related Residence and Lot on the following terms and conditions:

- (a) The purchase price shall be an amount equal to the sum of the following, less any sums paid to such Owner under any homeowner's warranty, in connection with any alleged defect:
 - (i) The purchase price paid by the original Owner of the Residence and Lot when originally purchased from Declarant or a Nominee; plus
 - (ii) The agreed upon reasonable value of any improvements made to the Residence by anyone other than Declarant or a Nominee; plus
 - (iii) The Owner's reasonable moving costs; plus
 - (iv) Any reasonable closing costs incurred by the Owner in connection with the purchase of a replacement primary residence within ninety (90) days after closing of repurchase provided for herein;
- (b) Close of escrow shall occur not later than forty-five (45) days after written notice from Declarant to the Owner of Declarant's intent to exercise the option herein;
- (c) Title shall be conveyed to Declarant, or its assignee, free and clear of all monetary liens and other encumbrances other than non-delinquent real estate taxes;
- (d) Exercise of the repurchase option as provided for herein above shall constitute full and final satisfaction of all claims against the Declarant and Nominee relating to the subject Residence and Lot and the Owner shall promptly execute and deliver any notice of dismissal or other document necessary or appropriate to evidence such satisfaction;
- (e) Declarant may freely assign its option and purchase rights set forth in this Article; and
- (f) If any provisions of this subsection conflict with any enforceable provisions of a real estate purchase contract between Declarant or a Nominee and the current Owner of a Residence, the enforceable provisions of such real estate purchase contract shall prevail as to such Owner.

10.5 This Article shall not be amended without the written consent of both the Declarant and any Nominee(s).

ARTICLE 11
SPECIAL DECLARANT RIGHTS

11.1 Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights, which shall remain in effect during the entire Period of Declarant Control, or for the maximum period allowed by law:

- a. the right to dedicate the roads and streets within the Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;
- b. the right to convert any part of the Project to a different regime of residential ownership;
- c. the exclusive right to act as the ARC, or appoint or remove ARC Members in Declarant's sole discretion;
- d. the right to maintain sales offices, model Residences, and signs advertising the Project or any Residence at any location in the Project;
- e. the right to withdraw land from the Project;
- f. the right to establish, set, and enforce fines and fees for the Project including but not limited to architectural review fees, and fines for violations of the Declaration or Design Guidelines;
- g. the exclusive right to amend the Declaration, Design Guidelines, and any document governing the Project without approval from any Owners;
- h. the right to exert any right allowed to the ARC; and
- i. the right to make and adopt Design Guidelines (without being subject to the requirements of Utah Code § 57-8a-217).

Unless expressly and specifically bound by a provision of the Declaration and the Design Guidelines, Declarant shall be exempt from the provisions of the Declaration and the Design Guidelines.

11.2 Exercising Special Declarant Rights. Declarant may exercise the Special Declarant Rights at any time prior to the expiration of the Period of Declarant Control. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Project. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Declaration, without the consent of the Owners.

11.3 Interference with Special Declarant Rights. No Owner may take any action that interferes with or diminishes any Special Declarant right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

11.4 Transfer of Special Declarant Rights. The Declarant may transfer, convey, or assign its rights created or reserved under this Declaration to any person or entity in whole or in part through a written agreement. The Declarant's successor shall enjoy any and all Declarant rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Declaration or Design Guidelines to Declarant shall equally apply to its successor(s) or assignee(s). A contract transferring the Declarant's rights may, but shall not be required to, be recorded in the office of the County Recorder.

11.5 Changes by Declarant. Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot and Residence prior to the contracting for the conveyance of the Lot to a purchaser.

11.6 No Modification of Declarant Rights. The Special Declarant Rights in this Declaration or in the Design Guidelines, and specifically in this Article, shall not be substantively or procedurally altered, amended, or removed without the written consent of the Declarant until at least six (6) years have passed after the Period of Declarant Control has ended, at which time the Declarant's approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void *ab initio* to the extent it attempts to alter the rights of the Declarant or any provision of this Article without the consent of the Declarant.

ARTICLE 12 GENERAL PROVISIONS

12.1 Enforcement. The ARC, Declarant, or any Owner shall each have the right to enforce by proceedings at law or in equity, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration and the Design Guidelines or any amendment thereof, including the right to prevent the violation of any such restrictions, conditions, or covenants and the right to recover damages for such violation. Failure by the ARC, Declarant, or any Owner to enforce any covenant, condition, or restriction contained herein or in the Design Guidelines shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

12.2 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

12.3 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of residential units on the Property and for the maintenance of the Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

12.4 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

12.5 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the ARC, Declarant, or any Owner. Such remedy shall be deemed cumulative and not exclusive.

12.6 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THAT: (A) NEITHER THE ARC, NOR DECLARANT, NOR ANY NOMINEE HAS MADE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, RELATED TO THE PROJECT; AND (B) SUCH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, RELATIVE TO THE PROJECT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

12.7 Attorneys' Fees. Declarant and the ARC shall each be entitled to recover all reasonable attorney fees and costs incurred as a result of any Owner's or Occupant's breach or violation of this Declaration or the Design Guidelines and/or incurred in enforcing this Declaration and/or the Design Guidelines.


12.8 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Property and each and every Lot and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portions of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

12.9 Non-liability of Officials. To the fullest extent permitted by law, neither the Declarant, the ARC, nor any Nominee shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such entity or persons reasonably believed to be the scope of their duties.

12.10 Term. Subject to Article 9, the covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall remain enforceable for an initial term that shall expire twenty (20) years from the date this Declaration is recorded. After twenty (20) years, said covenants, conditions and restrictions shall be automatically extended unless an amendment has been duly passed pursuant to Article 9 terminating this Declaration.

IN WITNESS WHEREOF, the Declarant has adopted this Declaration of Protective Covenants, Conditions, & Restrictions for the Selman Ridge Subdivision on the 7 day of June, 2023

SELMAN ESTATES LLC,

BY: 
Name: Dean Ingrate
Title: Manager

STATE OF UTAH)
) SS:
COUNTY OF Utah)

Subscribed and sworn to before me on this 7 day of June, 2023


Notary Public



See "attached"

STATE OF UTAH

COUNTY OF UTAH

On this 7th day of June, 2023, personally appeared Dean Ingram, Manager of Selman Estates, LLC, whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he is Manager of Selman Estates, LLC, and said document was signed by him on behalf of said Limited Liability Company by Authority of its Bylaws or Resolution of its Board of Directors, and said Manager acknowledged to me said Limited Liability Company executed the same.

Witness my hand and official seal.



Notary Public

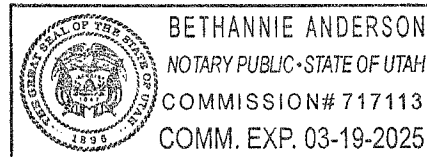


EXHIBIT A LEGAL DESCRIPTION

Phase 1

BEGINNING AT A POINT WHICH LIES N00°33'02"W 1880.32 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°31'54"E 588.41 FEET; THENCE NORTH 203.19 FEET; THENCE ALONG THE ARC OF A 967.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 125.68 FEET (THE CHORD BEARS S88°42'57"E 125.60 FEET); THENCE N05°00'28"E 424.54 FEET; THENCE ALONG THE STRAWBERRY HIGHLINE CANAL RIGHT-OF-WAY THE FOLLOWING 5 COURSES TO WIT: (1) ALONG THE ARC OF A 196.83 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 190.51 FEET (THE CHORD BEARS N88°35'32"W 183.16 FEET); (2) N61°42'54"W 284.30 FEET; (3) ALONG THE ARC OF A 2.60 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 4.12 FEET (THE CHORD BEARS S71°34'06"W 3.70 FEET); (4) S24°51'06"W 291.80 FEET; (5) ALONG THE ARC OF A 219.60 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 245.43 (THE CHORD BEARS S56°52'19"W 232.86 FEET); THENCE S00°33'02"E 374.13 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.29 ACRES

Phase 2

BEGINNING AT A POINT WHICH LIES N00°33'02"W 1885.13 FEET ALONG THE SECTION LINE AND EAST 588.44 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE EAST LINE OF SELMAN RIDGE SUBDIVISION PHASE 1 THE FOLLOWING 3 COURSES TO WIT: (1) NORTH 203.19 FEET. (2) SOUTHEASTERLY 125.68 FEET ALONG THE ARC OF A 967.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°26'49", THE CHORD BEARS S88°42'57"E 125.60 FEET, (3) N05°00'28"E 424.54 FEET; THENCE NORTHEASTERLY 186.92 FEET ALONG THE ARC OF A 202.60 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52°51'46", THE CHORD BEARS N38°06'12"E 180.36; THENCE N89°12'50"E 617.36 FEET; THENCE S19°36'07"E 160.00 FEET; THENCE S31°57'13"E 721.44 FEET; THENCE S89°31'54"W 1326.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 17.03 ACRES.