

3820796

DECLARATION OF RESTRICTIONS, COVENANTS  
AND CONDITIONS FOR CARRIGAN COVE PLANNED UNIT DEVELOPMENT SUBDIVISION

Recorded Book \_\_\_\_\_ Page \_\_\_\_\_ As Entry No. \_\_\_\_\_  
Records of Salt Lake County, Utah

THIS DECLARATION is made this 22<sup>nd</sup> day of June,  
1983, by CARRIGAN GROUP, a Utah joint venture ("Grantor").

ARTICLE I

PURPOSE OF RESTRICTIONS, COVENANTS AND CONDITIONS

It is the intention of Grantor, expressed by its execution of this instrument, that its real property located in Salt Lake City, Salt Lake County, State of Utah, comprising the area known as Carrigan Cove Planned Unit Development Subdivision, (hereinafter referred to as the "Development") be maintained as nearly as is reasonably possible in its existing natural condition, and that improvements within the Development be designed and constructed to promote visual harmony throughout the Development. This Declaration protects certain undevelopable areas of the Development and the planned landscaping of the Development, subjects portions of the Development to restrictive easements for utilities, and grants to the owners of each lot in the Development a nonexclusive right to use common areas of the Development, as more specifically provided for hereinafter. The legal description of the Development is set forth on Exhibit "A" attached hereto and made a part hereof.

ARTICLE II

DEFINITIONS

Architect. The term "architect" shall mean a person holding a certificate to practice architecture in the State of Utah.

Common Areas. The term "common areas" shall be any real property within the subdivision that is not shown as a lot. These areas are, for the most part, the streets and natural drainage areas and steeper slopes in the Development, and includes the natural common areas.

Covenants. The term "covenants" shall mean, with respect to all property within the Development, the limitations,

BOOK 5476  
PAGE 1088

restrictions, covenants, and conditions set forth in this Declaration.

Developable Area Limitation. The term "Developable Area Limitation" shall mean those portions of the subdivision lots, as designated on the plat of the subdivision as recorded, upon which the lot owner is prohibited from (1) constructing any buildings or improvements and (2) landscaping the area more extensively than its natural state, other than sprinkling systems approved by the Development Committee.

Development. The term "Development" shall mean all real property lying within the boundaries more particularly described in Exhibit A attached to this Declaration.

Development Committee. The term "Development Committee" shall mean the committee created pursuant to Article V.

Homeowners Association. The term "Homeowners Association" or "Association" shall mean a non-profit corporation which Grantor will cause to be incorporated under the laws of the State of Utah to manage the common areas and enforce the restrictions contained herein as they pertain to the Development.

Improvements. The term "improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, poles, signs and generally any structures of any type or kind.

Indigenous Specie. The term "indigenous specie" shall mean a specie of ground cover, shrub or tree that can presently be identified in the Development and those species which may occur naturally within this clime.

Lot. The term "lot" shall mean any lot designated on the subdivision map for residential use. Lots 21 and 22 (one foot protective strips deeded to Salt Lake City) are excluded from this Declaration of Restrictions and Covenants.

Mortgage; Mortgagee. The term "mortgage" shall mean a deed of trust as well as a mortgage, and the term "mortgagee" shall mean a beneficiary under or a holder of a deed of trust as well as a mortgage.

Natural Slope. The term "natural slope" shall mean the existing slope of the ground prior to any disturbance of the surface of the land, but shall not include minor variations of 18 inches or less which may be made to maintain a more consistent grade.

Natural Common Areas. The term "natural common areas" shall mean those portions of the common areas, as designated on the Plat of the subdivision as recorded, on which no development of any kind is permitted except as set forth in Article V hereof.

Notice. The term "notice" shall mean a written notice, signed, dated and delivered to owner at his last known address or to Grantor through its registered agent.

Owner. The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title and the equitable owner, whether one or more persons or entities by virtue of a purchase contract to any lot. Notwithstanding any applicable theory of mortgages, "owner" shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title by foreclosure or deed in lieu thereof.

Refinish. The term "to refinish" shall include to paint and to resurface.

### ARTICLE III

#### PROPERTY SUBJECT TO RESTRICTIONS

Grantor hereby declares that the Development and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Development and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes or easements as the case may be, and shall constitute benefits and burdens to Grantor, its successors and assigns, and to

all parties hereafter owning any lot or interest in any lot in the Development.

ARTICLE IV

RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings including an attached or separate garage or carport for not more than 4 vehicles. All buildings shall not exceed one story in height above the existing average natural grade or elevation, provided that the Development Committee may approve buildings of up to two stories in height if in its discretion such additional height is compatible with the surrounding landscape and does not unreasonably interfere with views from other lots.

2. Architectural Control. No improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the improvement upon the lot have been approved by the Development Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot line unless similarly approved. Approval shall be as set forth in Article VI.

3. Fire Resistant Design and Materials. The Development Committee shall not approve any construction plans where the Committee, acting in a reasonable manner, determines that such plans make use of materials and/or designs which are not sufficiently fire resistant, taking into consideration the relatively isolated location of the subdivision and also taking into consideration the techniques and construction materials which are in use or available at the time the plans are being reviewed. Specifically, and without limiting the foregoing, no roofing material may be used which will not meet a class "A" or "B" fire rating under the Uniform Building Code as adopted by Salt Lake City.

4. Colors and Finishes. The colors of all exterior surfaces of structures shall be only those which are commonly referred to as earth tone colors or black or white. No reflective finishes other than glass or hardware fixtures may be used on exterior surfaces.

5. Building Location.

(a) No building shall be located on any lot except in locations and with set backs as approved by the Development Committee.

(b) All buildings shall have minimum side yard of 8 feet and total side yards of 20 feet, and a minimum of 25 feet to the rear lot line. Detached garages may, however, be located immediately adjacent to side lot lines if located at least 4 feet to the rear of the house.

(c) For the purpose of this covenant, eaves and steps (less than 4 feet in height) shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Decks and porches if covered, enclosed or raised above the natural elevation shall be considered a building or part thereof.

6. Easements. For installation of and maintenance of utilities and drainage facilities, and to provide areas for excess water or flood runoff, areas are reserved as easements as shown on the recorded plat. Within these easements, no structure, materials or trees shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. Flood easements may not be interfered with in any way, including driveways or pedestrian walkways, without the written approval of the Planning Director and City Engineer of Salt Lake City. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or

BOOK 5476  
PAGE 1092

utility company is responsible, and except for those areas of landscape easements and roads which shall be maintained by the Homeowners' Association.

7. Underground Utilities. All water, gas, electrical, telephone and other utility lines within the limits of the Development, except for meter or junction boxes, must be buried underground and may not be exposed above the surface of the ground.

8. Nuisances. No noxious or offensive activity resulting in such occurrences as offensive odors, unreasonable noise or the creation of hazardous or unsafe conditions shall be carried on upon any lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. Antennas. There shall be no antenna of any sort either installed or maintained which is visible from other lots in the Development.

10. Unsightliness. No unsightliness shall be permitted within the Development. Without limiting the generality of the foregoing, (a) any unsightly facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be appropriately screened from view, except during the time such items are in actual use; (b) all clothes lines, yard equipment, and other materials remaining outside of the building on any lot shall be kept screened by planting or fencing so as to conceal them from the view of neighboring lots, streets, access roads and areas surrounding the subdivision; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned within the Development, except for work done entirely within one of the constructed residences, and all motor vehicles stored on portions of lots visible from the streets shall be in running condition and properly licensed; and (d) refuse, garbage and trash shall be placed and kept at all times in covered containers and such containers shall be kept within an enclosed structure or appropriately screened from view, and each lot shall be kept free of trash and weeds.

BOOK 5476  
PAGE 1093

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

12. Signs. No sign of any kind shall be presented to the public view on any lot except one identification sign of not more than one square foot stating owners name and/or address, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales periods.

13. Animals and Pets. Dogs, cats, or other household pets, may be kept as permitted by zoning regulations provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners premises and under handlers control. If in the opinion of the Development Committee, any of the aforementioned animals or pets become an annoyance, nuisance, or obnoxious to other owners throughout the subdivision, the committee may prohibit or require a reduction in the number of such pets.

14. Landscaping. Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Development Committee. No indigenous specie of living tree or shrub over 3 feet in height shall be destroyed or removed without the approval of the Development Committee. Improvements shall, where reasonably possible, be located so as to disturb the least amount of mature vegetation.

15. Slope Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the natural surface, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvement in them shall be maintained

BOOK 5476 PAGE 1094

continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

16. Parking on Streets Prohibited. Parking on any of the roads or streets in the Development by owners or their guests or invitees is prohibited.

17. Sight Obstructions at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above any public or private street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting them at 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections if the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Subdivision of Lots. No lot may be resubdivided into a lot or lots with an area smaller than that originally established.

19. Common Areas. The following shall be permitted in a common area, other than a natural common area:

(a) Private streets serving each of the lots, including a security gate at the entrance.

(b) Utility and water reservoir systems as needed or required by Salt Lake City.

(c) Landscape plantings consisting only of indigenous plant materials common to the area approved by the Development Committee.

(d) Buried water sprinkling systems, including maintenance thereof.

(e) Pedestrian circulation paths approved by the Development Committee, and also approved by Salt Lake City if



located within an area zoned for preservation of the natural state.

All owners of lots in the subdivision and members of their family residing with them and their guests, shall have a perpetual non-exclusive right to use such common areas, subject to such rules as may be adopted by the Development Committee for the protection of the people using the area to restrict noise, and to protect the vegetation in the common area and to generally maintain the common area (except for streets) in its natural state. Such area shall be maintained at the expense of the lot owners.

20. Developable Area Limitation. The developable area limitation restrictions of each lot, as defined herein and as shown on the recorded subdivision plat, shall apply to all lot owners to insure that steep or unstable slopes are protected from detrimental action.

21. Building Permit Required. No vegetation removal, excavating or construction of any kind will be permitted upon any lot in this subdivision, until a building permit, authorizing said activity or construction shall have been first obtained from Salt Lake City Corporation.

22. Notice of Soils and Geologic Report Filed. Notice is hereby given to lot owners that a soils and geologic report has been prepared for this subdivision and has been filed with the Salt Lake City Planning Commission. This report outlines existing soils and geologic conditions present for the area covered by the subdivision plat. Specific recommendations as to construction, slope stability, and earth quake faults are stated therein.

23. Notice of Limited Urban Services by Salt Lake City Corporation. Notice is hereby given to lot owners that this subdivision was approved as a planned unit development subdivision utilizing private streets. Therefore, normally provided urban services are limited to: water and sewer system service and maintenance; emergency services such as police, fire, and paramedic assistance. Street maintenance, garbage collection, and snow

BOOK 5476  
PAGE 1096

removal as necessary to insure access by emergency vehicles must be privately contracted for by the Homeowners' Association.

ARTICLE V

NATURAL COMMON AREAS

No equipment, improvement or other property may be placed in or upon, or soil or earth material or vegetation be moved or destroyed, or in general any development occur, in a natural common area of the Development, except as follows:

- (a) Landscape plantings consisting only of indigenous plant materials common to the area approved by the Development Committee.
- (b) Buried water sprinkling systems, including maintenance thereof.

ARTICLE VI

DEVELOPMENT COMMITTEE

1. Membership. The Development Committee is comprised of three members appointed by the Grantor. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant except as herein provided.

2. Assumption of Duties by Homeowners Association. Upon construction of homes on fifty percent of the lots in the Development or expiration of five years from the date hereof, whichever shall first occur, all functions of the Development Committee shall be assumed by the Management Committee of the Homeowners Association.

3. Fees and Submittals. The Development Committee shall assess a review fee for each lot not to exceed \$75 for each residential dwelling unit. This fee shall be paid by the entity requesting permission to build or construct any project. The fee

shall be paid at the time of submission of plans to the Development Committee.

The Development Committee shall require the following:

- (a) Site plan to scale showing all existing features and proposed development.
- (b) Building floor plans to scale prepared by an architect.
- (c) Elevations of any and all structures.
- (d) Landscape planting plan to scale prepared by an architect or qualified designer holding a degree in landscape architecture.
- (e) Description of all exterior materials and colors with samples.

4. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after receipt plans and specifications which have been submitted to it, or if plans are not required and no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### ARTICLE VII

##### RESERVATION OF EASEMENTS BY GRANTOR

Grantor hereby reserves from each future Lot Owner perpetual easements to connect to utility systems in the Development, at such location or locations as selected by Grantor which do not interfere with the sighting of homes and garages on the Lots. Such easements permit Grantor, its successors and assigns, to lay, maintain, operate, repair, inspect, protect, remove and replace, including the right of ingress and egress, utility lines to properties not included in the Development, together with necessary valves, meters, appliances and fittings relating to said utility lines. Grantor, its successors and assigns, also reserve a

BOOK 5476  
PAGE 1098

perpetual right of ingress and egress over the private roads in the Development for access to properties not included in the Development.

ARTICLE VIII

ENFORCEMENT

1. Legal Proceedings. The obligations, provisions, and covenants contained in this Declaration or any Supplemental or Amended Declaration with respect to the lots or with respect to a person or entity or property of a person or entity shall be enforceable by the Development Committee or the Homeowners Association or by any owner of a lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction, and/or for recovery or damages or amounts due and unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

In the event of any violation of these covenants the Development Committee or Homeowners Association may restore vegetation and slope to its original natural slope existing prior to such violation, replacing any tree which has been improperly removed or destroyed with a tree similar in type and size to any such tree so removed or with such other tree as the Development Committee may deem appropriate. The owner of such lot area shall reimburse the Development Committee for all expenses incurred by it in performing its obligations under this paragraph; provided, however, that with respect to the replacement of any tree the owner shall not be obligated to pay an amount in excess of the expenses which would have been incurred by the Development Committee had it elected to replace the destroyed or removed tree with a tree similar in type and size.

2. Mortgage Financing. No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien

BOOK 5476  
PAGE 1099

of any mortgage or deed of trust taken in good faith or for value and perfected by recording prior to the time of recording of any instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

3. Limited Liability. Neither Grantor, the Development Committee or the Homeowners Association nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

#### ARTICLE IX

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The owner of each lot hereby covenants, and each successive owner of any lot by acceptance of a deed or purchase contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) regular assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who were the owners of such property at the time when the assessment fell due. The Association may elect from time to time any remedy with regards to the defaults by owners without regard to any rule of law concerning the election of remedies.

BOOK 5476  
PAGE 1100

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetics and welfare of the residents of the subdivision and for properties, services, and facilities generally relating to the use, enjoyment and protection of the common areas. Assessments may be made for restorations, replacements, additions, operations and maintenance and for the cost of labor, equipment, materials, management, and supervision relating thereto, including, but not limited to, garbage pickup, snow removal, erosion control measures, street improvements, including paving and lighting, street identification and traffic signs, utility services, property taxes and special assessments, pedestrian paths, beautification of developable common areas, sprinkling systems and security personnel and equipment.

3. Initial Deposit. An initial one time assessment of Five Hundred dollars (\$500.00) shall be assessed and shall be payable at the time of transfer of possession from Grantor to Owner.

4. Regular Assessments. The regular monthly assessments shall be 100% of the actual estimated monthly cost of maintenance and operations of common areas and other facilities and may include a management fee together with amounts necessary to pay any carry over shortage from previous periods. The Development Committee and thereafter Management Committee of the Homeowners' Association may in its discretion exempt the owners of lots which have not been built upon from paying regular assessments for garbage collection.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, provide for accumulation of reserves to meet projected needs.

5. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by paragraph 4 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described

BOOK 5476  
PAGE 1101

capital improvements, including the necessary fixtures and personal property related thereto, provided that any such special assessment exceeding \$2,000.00 of improvement costs shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

6. Quorum for Any Action Authorized Under Section 5. The quorum required for any action authorized by paragraph 5 shall be as follows:

At the first meeting called, as provided in paragraph 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be continued subject to the notice requirement set forth in paragraph 5, and the required quorum at any such continued meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than fourteen (14) days following the preceding meeting.

7. Assessment Period. The assessment period for regular assessments shall be one month. All regular assessments shall be fixed at a monthly rate and may be adjusted by the Board of Directors in accordance with paragraph 9 to reflect current estimated costs of maintenance and operations. All assessments must be fixed at the same amount for all lots.

8. Date of Commencement of Regular Assessments. The regular assessments shall become due and payable on the first day of each month beginning on the month of the commencement date of the Association or such other date as fixed by the Board of Directors.

The due date of any specific assessment under paragraph 5 hereof shall be fixed in the resolution authorizing such assessment.

9. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and

the amount of the assessment against each lot for each assessment period, and shall at that time, prepare a roster of the properties and assessments applicable thereto and keep books of account showing receipts and disbursements which shall be kept in the office of the Association and shall be open to inspection by any owner at reasonable times.

Written notice of the assessment shall thereupon be sent to every lot owner.

10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.



12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all common areas.

ARTICLE X

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall remain in full force and effect for a period of 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by two-thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

2. Severability. Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

3. Multiple Owners. All references to the owner of a lot shall, in the event there is more than one owner of a lot, mean all owners of the lot, and all pronouns shall be deemed to refer to the masculine, feminine, singular or plural as the identity of the persons may require.

4. Amendments. These restrictions, or any part thereof, as from time to time in effect with respect to all or any part of the Development, and any limitation, restriction, covenant or condition thereof, may, at any time be amended or repealed upon the happening of the following events:

(a) The vote or written consent of owners owning not less than four-fifths (4/5) of the lots within the Development, approving the proposed amendment or amendments to the Restrictions; and



BOOK 5476 PAGE 1106

KATIE L. MOON  
REGISTRAR  
SALT LAKE COUNTY  
UTAH

JUL 20 2 04 PM '93

501  
REG OF Paul St. Johnson

Thuy Thongjit  
EVELYN PROCKET

550 - 2475 St. Louis 300  
Ogden, UT. 84401

200808010001