

When Recorded Return to:

JDD Investments, LLC
1192 East Draper Parkway, #473
Draper, Utah 84020

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Apr 25 12:00 pm FEE 78.00 BY AB
RECORDED FOR GUARDIAN TITLE SALT LAKE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WIMBLETON/ESTATES/SUBDIVISION
WIMBLETON SUBDIVISION

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made this 28 day of Sept, 2000 by JDD Investments, LLC, a Utah limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of the following described land situated in the City of Highland, Utah County, State of Utah, more particularly described as follows:

Wimbleton Subdivision
All lots and common property of ~~Wimbleton/Estates Subdivision~~,
all phases, according to the official plat thereof of record in the
office of the County Recorder of Utah County, State of Utah.

B. All of the foregoing lots shall sometimes be referred to in this Declaration collectively as "lots" and one of the lots shall be referred to in this Declaration as a "lot."

C. Declarant is executing this Declaration for the benefit and protection of the lots, Declarant and the other owners thereof.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Effect of Declaration. The covenants, conditions, and restrictions contained in this Declaration shall constitute covenants running with the land of each lot and shall restrict and govern the use of each lot regardless of subsequent sale or transfer.

2. Homeowners Association Board of Directors. The Homeowners Association Board of Directors (hereinafter referred to as "HOA Board") shall be initially composed of up to five (5) persons appointed by Declarant. At such time as Declarant ceases to own any of the lots or at such time as Declarant shall, in writing, waive its right to appoint the HOA Board, whichever event occurs first, the HOA Board shall be elected by the lot owners. At that time, the HOA Board must consist of five (5) individuals, who are owners of one of the lots in the subdivision. The five (5) members of the HOA Board shall be elected by a majority of the lot owners. Each lot shall be entitled to one vote for each of the board positions. Elections shall occur annually.

The entire Homeowners Association shall indemnify the members of the HOA Board for any claims made against them arising out of their exercise of their duties as HOA Board members unless such claims arise from fraud, embezzlement, theft or other such criminal activity.

Neither the members of the HOA Board nor any of its designated representatives shall be entitled to any compensation for services performed as board members.

3. Restrictions with respect to animals. Household pets are the only permitted animals to be kept on any lot. This shall include dogs, cats, small birds, and fish. Other domestic animals are prohibited unless specifically approved by writing by the Board of Directors of the Homeowners Association.

No commercial operation raising, breeding, slaughtering, or otherwise involving animals is permitted. No horses, cattle, pigs, sheep, goats, chickens, elk, deer, buffalo, mink, ermine, ducks, geese or pheasants are permitted.

4. Building. Prior to any construction or excavation on any lot, the owner of the lot must submit a set of formal plans and specifications and a site plan to the HOA Board. No such construction or excavation shall be commenced until the HOA Board has approved such plans. The HOA Board's approval or disapproval as required in these covenants shall be in writing on the set of plans or in another form. In the event the HOA Board or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required as to those plans.

The HOA Board shall have exclusive right to determine the general style, materials, color and design of the residences to be constructed on the lots so long as all of the residences are reasonably compatible with one another as to those attributes. No house in the subdivision shall be build less than 1750 square feet for Ramblers and 2000 square feet for two-story structures. All exteriors shall consist of either brick or stucco. Stucco structures may have up to 25% of their siding done in brick or stone. No aluminum siding or other unapproved exterior materials will be allowed in the subdivision.

5. Maintenance. Once a residence is constructed, the owners of the lot upon which it is situated shall maintain the residence in a state of good condition and repair.

6. Fencing. All fencing in the subdivision shall be wood wrapped with white vinyl dog-eared fence, either six (6) feet, or three (3) feet in height. Fences adjoining open space of the subdivision may not be higher than three (3) feet.

No fence or other similar structure shall be erected in any front yard of a dwelling to a height in excess of three (3) feet. All yard fencing shall comply with Highland City specifications and requirements.

7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the easement for its designated purpose.

8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood. This prohibition includes any criminal activity.

No signs, billboards or advertising structures may be erected or displayed on any lot except that a single sign not more than three foot by five foot (3' X 5') in size advertising a specific property for sale or a construction sign may be displayed on the premises. The only other exception will be signs that are deemed necessary by the Declarant and all such signs must be removed at such time as all lots in the subdivision are sold. All sign placement to be in accordance with local sign ordinances then in effect.

9. Temporary Structure. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence. All outbuildings need to be approved by the HOA Board and shall be built of the same exterior finish as the primary house. No more than one outbuilding may be constructed on each lot. Square footage of such outbuilding shall not exceed 1000 square feet.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. No trash, ashes or other refuse may be dumped or thrown or otherwise disposed of on any lot. All homes will subscribe to a municipal disposal service.

11. Landscaping. All yards must be landscaped within eight (8) months after a dwelling on the lot is occupied. All park strips must be planted in grass throughout the subdivision.

12. Parking and Storage. No inoperative automobile shall be placed or permitted to remain on any lot or adjacent street for more than forty-eight (48) hours. No large trucks, or trailers shall be parked or stored on any lot. Trailers, boats, campers, not on truck-bed, motorhomes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard, set back in an enclosed area and screened from street view. Sufficient side yard gate access must be planned and provided for in the designing of the home to permit access and storage of trailers and recreational type vehicles on side or rear yards.

13. Amendment. So long as Declarant shall be an owner of any of the lots, it shall have the right to amend this Declaration as deems appropriate without the consent of the other lot owners. Subject to the right of Declarant under the preceding sentence amend this Declaration, this Declaration may be amended only by the vote of persons owning at least 2/3rds of the lots.

14. Severability. Should any provision of this Declaration be deemed unenforceable for any reason, the remaining provisions of this Declaration shall continue in full force and effect to the extent permitted by law.

15. Enforcement. Every owner of a lot, whether owning it alone or jointly, shall comply strictly with the provisions of this Declaration. Failure to comply shall be grounds for an action to recover sums due for damages, for injunctive relief or both maintainable by the HOA Board. In its discretion, in the event an owner fails to comply with these Declarations, the HOA Board may cause appropriate repairs or alterations to be made. In such an event, the HOA Board may recover the sums expended for such remedial action through a charge to the owner and shall be entitled to a lien upon the lot for such recovery.

16. Construction. All homes are to be completed within eight (8) months following commencement of construction. Lot owners are responsible for any damage to the curb, gutter, sidewalk and street caused by their building contractors during the construction period. If construction does not commence within five (5) years of the sale of a lot, then the lot owner shall pay a reimbursement fee to Declarant for Questar gas fees.

17. Satellite dishes and Antennas. All satellite dishes and t.v. antennas must be placed within the enclosed area of the home or garage. Any exceptions must be approved, in writing, by the HOA Board.

18. Flood Lights. So long as the mink farm is in operation adjacent to the northwest of the subdivision, no flood lights may be utilized on any lot which illuminate the mink farm.

19. Vehicles. No vehicles of any kind are permitted to be parked on the street between 2:00 a.m. and 6:00 a.m.

20. Dumpsters. All builders are required to have and use dumpsters on the construction site during the construction of homes on the lot.

21. Common Areas. Declarant has established a number of common areas throughout the subdivision. These common areas will be deeded to the City of Highland. The City of Highland will maintain the common areas for the benefit of the lot owners.

The common areas will include improved paths. No motorized vehicle of any sort shall be permitted on the improved paths of the common areas or in any other portion of the common areas with the exception of vehicles specially designed for and used by handicapped persons.

The City of Highland will assess the lot owners for costs incurred in maintaining the common areas for the benefit of the lot owners.

22. Homeowners Association. All lot owners will be members of the Homeowners Association. The Homeowners Association may assess the lot owners to raise

Funds for projects in the interests of the lot owners. Assessments will require a 2/3rd vote of the lot owners. Such assessments must be paid when due. Any unpaid assessments may become a lien upon the lot.

23. Topical Headings. The headings appearing at the beginnings of paragraphs of this Declaration are only for convenience or reference and are not intended to effect the content, meaning or intent of the language of this Declaration exclusive of such headings.

24. Effective Date. This Declaration shall become effective upon its recordation in the office of the Utah County Recorder, State of Utah.

25. Building Setbacks. All buildings will be set back 25' from the front property line and 25' from the side lot line of all corner lots. All buildings will be set back 25' from the back property line. All buildings will have a side lot setback of a minimum of 25' total with no side being less than 10'.

26. Accessory Buildings. There are no buildings allowed in the subdivision except for the main living structure. Buildings are defined as structures having a square footage greater than 120' without a permanent foundation.

Declarant believes that awareness and enforcement of the restricted covenants will maintain and enhance the desirability of the subdivision for all residences.

IN WITNESS whereof, the undersigned Declarant has caused this Declaration to be executed this 28th day of September, 2000.

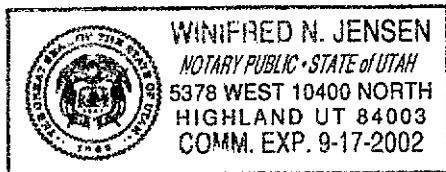
JDD INVESTMENTS, LLC

[Handwritten Signature]

VAHE DEVERIAN, Manager

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 28th day of September, 2000, personally appeared before me, Vahe Deverian, whose identity has been proven on the basis of satisfactory evidence, being first duly sworn, acknowledges that he executed the foregoing instrument, for the purposes stated therein, of his own voluntary act.



[Handwritten Signature]

NOTARY PUBLIC
My Commission Expires:
9/17/2002

EXHIBIT-"A"

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THIS DECLARATION IS BEING RECORDED TO CORRECT THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WIMBELTON ESTATES SUBDIVISION RECORDED FEBRUARY 22, 2001 AS ENTRY
NO. 16447:2001 TO CORRECT THE NAME OF THE SUBDIVISION TO WIMBLETON SUBDIVISION