

WHEN RECORDED RETURN TO:

OMN DEVELOPMENT CORPORATION
7070 South Union Park Center #100
Midvale, UT 84047

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11 JUNE 91 03:16 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: KARNA BLANCHARD, DEPUTY

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR:
COUNTRY MILL ESTATES

Recorded on the 23rd day of May, 1989 91
Book 91-5, Page 66, as Entry No. 5070727

Records of Salt Lake County, Utah.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Commonly known as COUNTRY MILL ESTATES in consideration of the premises and as part of the general plan for improvement of the property comprising of the COUNTRY MILL ESTATES, we do hereby declare the property hereinabove described, subject to the restrictions and covenants recited.

PART A
RESIDENTIAL AREA COVENANTS

1. Planned use and Building Type.

No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than single family dwellings not to exceed two stories in height with a private garage for not less than three vehicles.

2. Architectural Control.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Country Mill Estates Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect to typography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to a street than the minimum building setback line less similarly approved. Approval shall be as provided in Part B.

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3. Dwelling Quality and Size.

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one-story open porches and garages, be less than 1,800 square feet for single story homes. Two story homes shall not be less than 2,450 finished square feet above grade, not including sub-levels i.e.; basements, etc. Split entries, bi-level splits, tri-levels, and one-story and a half homes, etc. shall be reviewed and defined as to what square footage requirement or requirements would apply to them by the Architectural Control Committee. The exterior material of all homes shall be a minimum of 20 percent brick, stone or other masonry material. The balance of the exterior material shall be wood or acrylic stucco. Facia boards or trim above the soffits shall be a minimum of six (6) inches. Variance of these covenants may be granted only by the Architectural Control Committee.

4. Building Location

(a) Building location must conform to the requirements of Salt Lake County.

(b) For the purposes of this covenant, eaves, steps, and porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

5. Construction Time following Purchase.

The Grantee or Grantees of any building lot within the subdivision, shall within two years from the purchase of said lot, commence construction or landscaping upon the first 50 foot frontage of purchased lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 18 months from the date construction is commenced. In the event a residence is not constructed in accordance with the above terms and time allotted and is not completed within the term specified, the grantors, their heirs, devisee or assigns shall have the exclusive option to buy said property for the sum initially paid by the grantee in purchase of said property.

6. Easements.

For installation and maintenance of easements, areas that are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of said easements. The easement area of each of the lots 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 utility company is responsible.

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7. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or within the front setback required by Salt Lake County.

8. Temporary Structures

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

9. Garbage and Refuse Disposal.

No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. Each lot is to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material is to be stored on any lot in view of the general public.

10. Animals and Pets.

Dogs, cats or other household pets may be kept as permissible within current zoning regulation provided they are not kept, bred, or maintained for any commercial purpose and are restricted to the owners premises.

11. 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 Architectural Control Committee. All landscaping shall begin within 24 months from the date that Salt Lake County issues a final inspection and deems a home located on a lot ready for occupancy.

12. Subdivision of Lots.

No owner of any lot within the subdivision shall at anytime be permitted to subdivide his lot into two or more sub-lots less in square foot area of the lot at the time of its initial purchase.

PART B
ARCHITECTURAL CONTROL COMMITTEE

1. Membership.

The Country Mill Estates Architectural Control Committee (hereinafter referred to as the "committee") is comprised of Christopher K McCandless, Wayne Niederhauser and Kevin D. Oakes. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a 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 to this covenant. The committee shall appoint a member of the Association mentioned and outlined below, to act as the President of said Association at the time when the declarant has conveyed all property to other owners and subsequent members. Said Presidents term shall be for a period of one year, at which time the majority of the members can: re-elect the president or; nominate another to take his place.

2. Procedure.

This committees 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 disprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction which 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.

PART C
OWNERS ASSOCIATION AND MAINTENANCE

1. Formation of Association

By evidence of these COVENANTS RESTRICTION AND CONDITIONS, each and every owner of the individual lots located within Country Mill Estates shall be a member of the Country Mill Estate Homeowners Association (hereinafter referred to as the "Association").

2. Membership.

Each owner of a Lot shall be deemed to be a member of the Association (hereinafter referred to as "Member"). Memberships in the Association shall not be assignable, except to the successor in interest of the Lots, and membership in the Association shall be appurtenant to and may not be separated from the fee ownership of the Lots. Ownership shall be the sole qualification of membership in the Association. The Association membership held by any

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owner of a Lot shall not be transferred pledged or alienated in any way, except upon the sale or encumbrance of said Lot, and then only to the purchaser(s) of said Lot. Any attempt to make a prohibited transfer is void.

3. Voting rights.

The Association shall have one class of voting membership. Members shall have one vote per Lot. When more than one persons hold such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast for any one Lot.

PART D
COMMON AREAS

1. Members Easements of Enjoyment.

Every Member shall have a right and easement of enjoyment in and to the common area, if any and such easement shall be appurtenant to and shall pass with the title to every assessed Lot.

2. Waiver of use.

No member may exempt himself from personal liability for assessments levied by the Association, nor release the Lot owned by him from the charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his Lot other than by sale thereof.

3. Nothing in this Declaration shall be construed to obligate Declarant to designate or provide any part of the properties as common area.

PART E
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the personal obligation of assessments.

Each Member of any Lot within the Association, by acceptance of a real estate contract or deed thereof, covenants and agrees to pay the Association 1/12 of the total assessments for the continued maintenance of the common area. Said Assessments shall be distributed monthly, quarterly or annually as the Association designates. Assessment shall be due 15 days from the date sent. Each Assessment together with any interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment fell due. In any conveyance, except to a mortgagee holding first lien on the subject Lot, the grantee of a Lot shall be jointly and severally liable to the Association for all unpaid assessments up to the time of conveyance. No membership may be transferred to a subsequent purchaser until all assessments, interests and reasonable attorney's fees have been paid in full to the Association, if applicable.

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PART F
DUTIES AND POWERS OF THE ASSOCIATION

1. Duties and powers.

Maintain and manage the common area, including the facilities and landscaping located within the western most cul-de-sac. The common area will be 28 feet across with a radius equal to 14' from the center point of said cul-de-sac. The maintenance will consist of treating and irrigation of two existing large trees, native vegetation at the base of the aforementioned trees and the installed sod, sprinkling system and electrical components to same.

2. The common area mentioned herein shall be an easement encroachment (hereinafter referred to as "the encroachment") granted by Salt Lake County Government, (hereinafter referred to as the "County"). The Encroachment area is located in the dedicated right-of-way known as: Apple Mill Cove. Salt Lake County will take no responsibility for the maintenance or damage caused by snow removal equipment, salt, etc. Should the County, in its sole discretion consider the easement encroachment to be a traffic hazard, inhibit the safety of the Members, or if the common area is ill maintained, or at the request of a majority of the association in writing, the County shall rescind its easement encroachment permit. Subsequent to this action, the Association shall remove or cause to be removed all trees, vegetation, sprinkling systems and components. After the removal of said vegetation the Association shall have the encroachment area re-surfaced with road base and asphalt under the supervision and specifications set forth by the County. The Association shall then prorate the costs for removal and re-surfacing of the encroachment area and subsequently disband the association and all its powers and duties outlined herein.

PART G
GENERAL PROVISIONS

1. Term.

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 20 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 the majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement.

Enforcement shall be by proceedings at law or in equity against every person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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3. Severability.

Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

OMN DEVELOPMENT CORPORATION:

By *Christopher K McCandless*
Christopher K McCandless
President

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 3rd day of April, 1991, personally appeared before me, Christopher K McCandless who being duly sworn, did say he was President of OMN Development Corp., and that said instrument was signed in behalf of said corporation by authority of a resolution and Christopher K McCandless acknowledged to me that he executed the same.

My Commission Expires: 6-20-91
Residing in Sandy, UT

Nancy Roush, Notary