

**PROTECTIVE COVENANTS FOR
 RRLINGTON HEIGHTS**
 A SUBDIVISION LOCATED IN HURRICANE
 WASHINGTON COUNTY, UTAH

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**PROTECTIVE COVENANTS FOR
RLINGTON HEIGHTS**

A SUBDIVISION LOCATED IN HURRICANE
WASHINGTON COUNTY, UTAH

L and S Limited Partnership, a Nevada limited partnership, hereinafter referred to as the "Developer," is the owner of the following described property, hereinafter referred to as the "Property," located in Washington County, State of Utah, to-wit:

SEE LEGAL DESCRIBED ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE

Developer hereby includes all of the Property in the plats recorded herewith of Rlington Heights, Phase 1, and divides the Property into Lots as shown on said plat(s) and dedicates the streets shown on said plat(s) to the public. The easements indicated on said plats are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

Developer further declares that all of the Property described herein is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said restrictions, covenants and conditions. These restrictions, covenants and conditions shall run with the land.

Developer further states that all of the property described herein shall be subject to the Articles, Bylaws and Protective Covenants for Painted Hills, recorded and filed separately as a master association for this and other subdivisions.

ARTICLE 1 - USE RESTRICTIONS

1.1 **LAND USE AND BUILDING TYPE:** All Lots shall be used only for single family residential purposes. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal, business or professional telephone calls or correspondence therefrom.

"Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

1.2. **LOT SIZE:** Lot sizes as described on the recorded plat of subdivision are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the recorded plat of said subdivision. Lots may not be combined for construction of a single residence.

The Lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction. The Architectural Control Committee may require that the Lot owner obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the Architectural Control Committee may condition final approval following the recommendations set forth in the soils test document.

1.3. **CARE AND MAINTENANCE OF LOT:** The owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. Each Lot shall be subject to an easement for access to make repairs upon adjoining Lots and structures; provided however, that:

(a) Any damage caused by such entry shall be repaired at the expense of the owner whose property was the subject of the repair work which caused the same;

(b) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the entered Lot; and

(c) In no event shall said easement be deemed to permit entry into the interior portion of any dwelling.

1.4. **CARE AND MAINTENANCE OF THE COMMON AREA.** Rlington Heights Homeowners Association shall be responsible for care and maintenance of the common area and improvements thereon. Any damage caused to the common areas and improvements by any Lot owner and/or their agents, guests or invitees must be repaired by the Lot owner as soon as possible after such damage is discovered, and in the event of failure of the owner to make such repairs, the Association may make such repairs and the expense of such repair shall be borne by the Lot owner.

1.5. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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 utility company is responsible. The title holder of each Lot shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

1.6. **NO HAZARDOUS ACTIVITIES.** No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

1.7. **MOTORBIKES.** All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only on established streets and parking areas and are specifically prohibited from all other portions of the Property, and are to be used on said streets only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Project.

1.8. **WEED CONTROL.** Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on his Lot so as to minimize weeds, fire and other hazards to surrounding Lots, Living Units, the Common Areas, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, livestock, land, or the public health.

1.9. **NUISANCES:** No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. No clothes drying or storage of any articles which are visible from any public street shall be permitted.

No resident's use of a Lot shall endanger the health or disturb the reasonable enjoyment of any other owner or resident.

1.10. **SAFE CONDITION:** Without limiting any other provision of these covenants, each owner shall maintain and keep such owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the safety or reasonable enjoyment of other owners of their respective Lots.

1.11. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of the Property.

1.12. **ANIMALS, LIVESTOCK, POULTRY, AGRICULTURE:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in total number may be kept in a residence constructed on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and

ordinances, and shall be on a leash or inside a fence when outside the owner's residence.

1.13. **GARBAGE AND REFUSE DISPOSAL:** No Lot, part or portion of the Property, shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property, shall be kept only in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon the Property except that trash may be burned in accordance with applicable laws and ordinances inside homes that are properly equipped with inside incinerator units.

1.14. **WATER SUPPLY:** Each residence shall be connected to and use the municipal culinary water supply. No individual culinary water supply system shall be used or permitted to be used on any Lot, part or portion of the Property.

1.15. **SEWAGE DISPOSAL:** Each residence shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.

1.16. **RV'S, BOATS, AND VEHICLES:** No boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot except within an enclosed garage or on a cement pad behind the required front Lot line set-back area and completely shielded from view of adjacent lots and public streets. Screen fencing and landscaping used for this purpose shall be subject to all other provisions of these Covenants and approved by the Architectural Control Committee. No such vehicles shall be parked overnight on any street located within the subdivision.

Motor vehicles that are inoperable shall not be permitted to remain upon any street or lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Lot or road area for a period exceeding thirty (30) days, the developer or other Lot owners residing within the Property may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach to the vehicle and the Lot as a valid lien in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than six (6) weeks. Trailers, motor homes, and trucks over 9,000 pounds GVW are not allowed to be stored upon any vacant lot or street or road area adjacent to the Property.

1.17. **RULES:** The Board of Trustees shall have the authority to promulgate rules and regulations for the governance of the Property, and persons with the Property. These rules of the Association shall be compiled and copies shall be made available by the Trustees for inspection and copying at a reasonable cost.

ARTICLE 2 - ARCHITECTURAL CONTROL

2.1. **ARCHITECTURAL CONTROL COMMITTEE:** Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences

or landscaping elements, there shall first be filed with the Architectural Control Committee two (2) complete sets of building plans and specifications, together with a site or plot plan showing grading and landscaping, indicating the exact part of the building site which the improvements will cover, with such a fee as the Architectural Control Committee may determine from time to time, and an application and such supporting material as the Architectural Control Committee deems necessary. No such work shall commence unless and until the Architectural Control Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Architectural Control Committee pursuant hereto. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee. Said Architectural Control Committee shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property. The Architectural Control Committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article. In the event said Architectural Control Committee fails to approve or disapprove in writing any such plans within sixty (60) days after the submission thereof to the Architectural Control Committee, then approval shall be deemed to have been given.

Until the last Lot subject to the covenants, including Lots in any phases subsequent to the first phase, has been transferred to a bona fide purchaser, Developer, or any other person appointed in writing by Developer, shall be the Architectural Control Committee. Thereafter, the Architectural Control Committee shall consist of the Board of the Association or of three (3) persons appointed by that Board. When title to all of the Lots in said development has been transferred by the Developer, a majority of the owners of Lots, parts or portions of the Property subject to these covenants shall elect and appoint members of the Board, which shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the property subject to these restrictions, covenants and conditions.

The Architectural Control Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The Architectural Control Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices.

Unless authorized by resolution of the Board, the members of the Architectural Control Committee shall not receive any compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the Architectural Control Committee shall be paid such compensation as the Architectural Control Committee determines.

Developer shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration.

2.2 **GOVERNMENTAL PERMIT REQUIRED.** No living unit, accessory or addition to a living unit, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefor is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may reasonably require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Architectural Control Committee to refuse to approve any such matter.

2.3. **CONSTRUCTION RESTRICTIONS:** In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines, together with any guidelines hereafter established by the Architectural Control Committee, are applicable to the Property:

- (a) **Purpose and Intent.** The intent of these Architectural Guidelines is to encourage a variety of residential styles and diversity within a regional architectural expression which will blend a variety of housing types and commercial uses with the natural and created environment of the project. These standards allow design latitude and flexibility, while ensuring that the value of the property will be enhanced through the control of site planning, architecture and landscape elements.

The Architectural Guidelines serve as an evaluative aid to owners, builders, project developers, design professionals, City staff, the Planning Commission, City Council and the Architectural Control Committee in the design review of individual, private and public developments within the Rlington Heights project. Deviation from the guidelines may be granted only when the project applicant can demonstrate that a clearly superior design solution would result while still being in keeping with the overall design theme of Rlington Heights. The City of Hurricane's Zoning Regulations will apply for any area of design not addressed in these guidelines.

Illustrative, definitional and detailed information is available from the Architectural Control Committee at a reasonable copying charge.

- (b) **Permitted Structures.** The only building or structure permitted to be erected, placed or permitted to be located on any Lot within the subdivision shall be a detached single family dwelling placed within the building envelope for each lot and not to exceed the height requirements found in this section, and must include a minimum two car, private, enclosed garage. On Lots 31 through 68 detached garage buildings may be also constructed. The exposed face of any garage door shall not exceed 10 feet in height. All construction shall be of new materials, except that used brick may be used so long as it conforms with the building and subdivision ordinances of Hurricane, Utah. All structures shall be constructed in accordance with the zoning and building ordinances of Hurricane, Utah, in effect from time to time.

(c)

Minimum Area. The minimum total square footage of living area on the ground floor located within the building envelope and foundation for any residential dwelling constructed on any Lot within the subdivision, exclusive of porches, balconies, patios and garages, shall be not less than 1,400 square feet for Lots 69 through 107; 1,800 square feet for Lots 1 through 30; and 2,200 square feet for Lots 31 through 68.

(d)

Building Envelope and Location. All residential development is controlled by establishment of a building envelope for each Lot or building. Each building envelope was established on the basis of topographic factors, relationship to adjacent Lots, views, proposed grading and minimum zoning regulations of the City of Hurricane. The building envelope locations and dimensions for each Lot in the subdivision are on a map available from the Architectural Control Committee for a reasonable charge. The underlying objective of creating building envelopes is to encourage articulated building forms, one and two story massing, unobstructed views, privacy and varied setbacks on the streets and between residences. Except for fencing, all building elements including foundations, fire places, decks, overhangs and accessory structures shall be built within the established building envelope.

(e)

Setbacks. The following minimum setback standards apply to the three designated Lot groups. All measurements shall be made from the applicable Lot line to the foundation, porch or other extension of such building, whichever is nearer to such Lot line. All the following standards are subject to modification by the Architectural Control Committee only if:

- (i) literal enforcement of the Restrictive Covenants would cause an unreasonable hardship for the Owner that is not necessary to carry out the general purpose of the Restrictive Covenants;
- (ii) there are special circumstances attached to the property that do not generally apply to other properties in Rlington Heights;
- (iii) granting the variance is essential to the enjoyment of a substantial property right possessed by other property in Rlington Heights;
- (iv) the variance will not substantially affect the general plan and will not be contrary to the interest or other Owners in Rlington Heights; and
- (v) the spirit of the Restrictive Covenants is observed and substantial justice done.

Modification of up to 5 feet in the front setback may be granted by the Architectural Control Committee if the garage has a turn-in drive or is set in the rear of the Lot, so long as the setback as modified complies with the ordinances of the City of Hurricane.

LOTS 1 THROUGH 30

Front - Minimum of 25 feet Lot line to structure and a minimum of 15 feet Lot line to the structural slope top or toe which ever is further from the Lot line.

Side - Minimum of 10 feet Lot line to structure with a combined total of 25 feet on both sides. Corner street setback a minimum of 15 feet from Lot line.

Rear - Minimum of 30 feet Lot line to structure and a minimum of 15 feet Lot line to the structural slope top or toe whichever is further from the Lot line.

LOTS 31 THROUGH 68

Front - Minimum of 30 feet Lot line to structure and a minimum of 15 feet Lot line to the structural slope top or toe which ever is further from the Lot line.

Side - Minimum of 15 feet Lot line to structure with a combined total of 35 feet on both sides. Corner street setback a minimum of 20 feet from Lot line.

Rear - Minimum of 35 feet Lot line to structure and a minimum of 15 feet Lot line to the structural slope top or toe whichever is further from the Lot line.

LOTS 69 THROUGH 107

Front - Minimum of 25 feet Lot line to structure and a minimum of 15 feet Lot line to the structural slope top or toe which ever is further from the Lot line.

Side - Minimum of 10 feet Lot line to structure with a combined total of 20 feet on both sides. Corner street setback a minimum of 15 feet from Lot line.

Rear - Minimum of 20 feet Lot line to structure and a minimum of 15 feet Lot line to the structural slope top or toe whichever is further from the Lot line.

Building Height. Maximum building height shall be 35 feet for two story residence and 26 feet for a one story residence. Height is measured from a base line parallel to the existing Lot grade to a parallel line intersecting the highest point of any roof element.

Building height is restricted to a one story residence on Lots 2, 7, 14, 17, 26, 30, 64, 85, 93 and 94.

A DRAWING DEPICTING BUILDING HEIGHT CONDITIONS IS ATTACHED HERETO AS EXHIBIT "B" AND INCORPORATED HEREIN BY THIS REFERENCE

On sloping lots where front or rear elevations could exceed two stories within the above height standard, no portion of the elevation shall exceed 18 feet in height without a minimum additional 10 foot setback or side or rear yard on such elevation. Such additional setback can be used for a deck or roof element but must be used to break the elevation facade into separate vertical faces. The object is to create a stepped building mass without three story, flat wall elements.

- (g) **Topography: Development on Slope.** Hillside development should respect the existing topography. Upslope split lot pads are encouraged to lessen grading impact. On downhill split pads, houses should be designed to step down the hill. Visible rear elevations should present a well-articulated architectural form. Landscaping at the rear yard should help to soften the view of the home from below while framing views from the house.

Building and foundation design solutions are encouraged in lieu of mass-grading.

Slopes between 5% and 15% should be developed without major cut and fill. Homes on these sites should have either terraced building pads with a retaining wall within the building footprint ('split level') or be build with step footing, pile foundations, or a similar site-sensitive solution which follows the topography.

Slopes exceeding 15% should be developed on pile or pier and grade beam foundations.

- (h) **Dwelling Style and Facades.** Elevations should be consistent with the intended architectural style of the residence and carried around all four elevations of the structure. Simple, bold, roof dominated building forms with articulated vertical and horizontal wall planes are recommended.

At least two of the following elements should be used in a harmonious manner on each elevation:

- Porches
- Projecting Bays
- Recesses
- Balconies
- Decks
- Dormer Windows
- Trellis
- 5 feet or greater change in elevation setback
- Other as approved by the Architectural Control Committee

False or decorative facade treatments should be avoided. Treatments should be consistent with the style of the building and provide variation in elevations while maintaining architectural continuity.

Strong trim detailing around openings to emphasize a break in wall surface is encouraged.

Facias/Overhangs:

- Where wood facias are used they shall overhang a minimum of two feet and a minimum of 10 inches in width with a minimum 3 inch wide additional trim board or rain gutter.
- If rake tiles are not used on gable ends, the minimum 3 inch trim board shall be used as a continuous element from the facia.
- Where stucco facias are used they shall overhang a minimum of one foot and contain a minimum of three steps before meeting the wall plane.

A DRAWING DEPICTING FACIA STANDARDS IS ATTACHED HERETO AS EXHIBIT "C" AND INCORPORATED HEREIN BY THIS REFERENCE

Exterior construction materials. Types of building materials include stone, stone veneer, brick, brick veneer and stucco or materials approved for use by the Architectural Control Committee, and shall be in colors and of materials indigenous to the area. Varied and textured surfaces are encouraged. Use of corner, door, window and roof trim materials and detailing is strongly encouraged.

Siding materials must cover all elements on all four elevations of the structure.

Window surrounds and Trim:

- All windows and doors shall have a minimum 2 inches by 6 inches painted trim board or inches by 6 inches stucco surround.
- Corner boards shall be a minimum of 4 inches wide.

A DRAWING DEPICTING WINDOW AND DOOR TRIM DETAILS IS ATTACHED HERETO AS EXHIBIT "D" AND INCORPORATED HEREIN BY THIS REFERENCE

- (j) **Roof Materials.** Roof material shall be limited to tile, light weight concrete tile, slate. Architectural grade 40 year composition roofing may be allowed upon approval of the Architectural Control Committee. Mansard roofs or flat roofs are prohibited. Roof pitch shall be at least 4/12. Roofs shall have a 3" trim board or rake tile at gable ends. Colors shall be darker browns, grays and blacks. Red color roofs may be allowed upon approval of the Architectural Control Committee.

A DRAWING DEPICTING GABLE END CONDITIONS IS ATTACHED HERETO AS EXHIBIT "E" AND INCORPORATED HEREIN BY THIS REFERENCE

- (k) **Chimneys** of approved exterior materials may not exceed the height permitted by appropriate governmental agencies. Exposed metal flues must be painted a color which blends with the color of the roof. All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arresters.

- (l) **Solar panels:** Solar panels may be installed if shown on plans approved by the Architectural Control Committee, and if installed on the roof and integrated into the roof line. Panels which project above or are not parallel with the roof lines are prohibited.

(m) Skylights are to be designed as an integral part of the roof. Skylight material shall not be reflective. Skylight framing shall be colored to match adjacent roofing materials. The skylight and related structure may not extend more than eight (8) inches above the roof line.

(n) Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project.

(o) Colors. Base building colors shall be light in hue, off-white, grays and earth tones. No pastels or high-gloss finishes. Complementary accent colors can be used on facia, window trim, shutters and doors.

(p) Dome structures of any type are not allowed.

(q) Temporary or Other Structures. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall any such structures be erected or placed on said property at any time. No old or second-hand structures shall be moved onto any of said Lots. It is the Developer's intention that all dwellings and other buildings to be erected within the subdivision be new construction, of good quality, workmanship, and materials.

(r) Accessory Buildings. No storage or utility buildings are allowed. All such structures intended for such uses must be built so as to be part of the house.

Pools, spas, fountains and gamecourts shall be approved by the Architectural Control Committee and shall be located to reasonably minimize impacting adjacent properties with light or sound. Pool heaters and pumps may not be visible from neighboring property and must be sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited. All exterior lighting shall be designed to minimize the effect of such lighting on other Lots.

(s) Driveways and Parking. There shall be area on the driveway (excluding sidewalk areas) to park not less than two vehicles per Lot. Each driveway on a Lot shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted for driveway material in the front and side yard area of any Lot. Driveways of any other materials in those areas must be approved by the Architectural Control Committee. The driveway in the front and side yard areas of each Lot shall be in a color which blends with the exterior of the structure located on such Lot.

(t) Fences and Sight Obstructions. No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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 points thirty (30) 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 the (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Architectural Control Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the area.

- (u) Fences, walls and other barriers shall be constructed of slump block, or a combination of slump block, pilasting and wrought iron, and shall be restricted to a single neutral color and design for all Lots throughout the Property, as shown. No other material shall be used unless first approved by the Architectural Control Committee.

No fences shall be constructed in the front setback area.

A DRAWING DEPICTING WALL/FENCE DETAILS IS ATTACHED HERETO AS EXHIBIT "F" AND INCORPORATED HEREIN BY THIS REFERENCE

- (v) Retaining Walls. Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise approved by the Architectural Control Committee. In the event approval is given for a retaining wall higher than five (5) feet, the retaining wall must be tiered and landscaping must be installed to hide the retaining wall.

- (w) Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

- (x) Antennas for radio, television, or device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennas shall be allowed provided they are located in such areas as may be designated by the Architectural Control Committee. In no event shall satellite dish antennas be visible from neighboring property or exceed 20 inches in diameter.

- (y) Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.

- (z) Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from neighboring property. Exposed piping should be painted to match exterior colors of the dwelling structure. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas

meters and regulators are to be vented in compliance with the Uniform Building Code.

- (aa) Mailboxes shall be provided and maintained by each Lot Owner. Mailbox location, height, design and color must be approved by the Architectural Control Committee subject to the approval of the United States Post Office. [Yvonne is checking on this to see if cluster boxes are required]
- (bb) Signs. Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the properties. No commercial activities of any kind whatever shall be advertised or conducted in any building or on any portion of the properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.
- (cc) Landscaping. Landscaping shall be completed in accordance with the Landscape plan submitted to and approved by the Architectural Control Committee prior to construction of the home, and may include but shall not be limited to the preparation for the planting of lawn, grass or other appropriate ground cover, and appropriate shrubbery. Lots which are to be landscaped in desert motif must be approved by the Architectural Control Committee. Limited use of cinders may be made in the landscaping on a Lot, only as approved by the Architectural Control Committee.

No healthy tree shall be removed from any Lot after the completion of the approved landscaping thereof, nor shall other major landscaping changes be made, without the prior written approval of the Architectural Control Committee. Notwithstanding this section, all diseased trees must be removed by the Lot owner within thirty (30) days after the diseased condition is discovered or after receipt of notification issued by the Architectural Control Committee demanding the removal thereof. All diseased and other trees removed from any Lot, part or portion of the Property shall be replaced by the Lot owner by the planting of an equivalent number of trees upon such Lot. All trees planted by a Lot owner pursuant to the requirements of this paragraph shall be of a minimum size of two and one half inches (2 1/2") caliper measured at a point one foot (1') above ground level.

- (dd) Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot owners are responsible to see that no

nuisance or damage is created by drainage, location or flow to any adjacent property.

2.4. **CONSTRUCTION AND CONTRACTOR PROVISIONS:** In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines which are applicable to the properties:

- (a) **Builder Approval.** All residential dwellings in the Property shall be constructed by an Approved Builder as those terms are defined in the Architectural Guidelines adopted by the Architectural Control Committee. A Lot Owner, his agent or employee, may be designated a Preferred Builder or an Approved Builder.
- (b) **Commencement of Construction.** The construction of the dwelling unit on any Lot shall be commenced within two (2) years after sale of a Lot by developer to a third party. No external construction shall take place on Sundays or between the hours of 8:00 p.m. and 5:00 a.m.
- (c) **Completion of Construction.** The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within twelve (12) months after such commencement.
- (d) **Building Materials Storage.** No Lot, part or portion of the Property shall be used or maintained as a storage for building materials except during a construction phase. Once a dwelling is occupied or made available for sale all building materials shall be removed or stored inside such dwelling, out of public sight.
- (e) **Landscaping.** Within six (6) months after the completion of construction of any home upon a Lot, the owner of such Lot must have substantially completed the landscaping of such Lot in accordance with the Landscape Plan submitted to and approved by the Architectural Control Committee.
- (f) **Excavations.** Except for excavations for an approved foundation or basement, no excavations or removal of dirt are permitted on any Lot below the present grade of such Lot.
- (g) **Soils Test.** The Lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction. The Architectural Control Committee may require that the Lot owner obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the Architectural Control Committee may condition final approval following the recommendations set forth in the soils test document.
- (h) **Security Deposit/Bond.** The Architectural Control Committee may require that each Lot Owner and/or Contractor post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the Architectural Control Committee, in an amount not to exceed \$2,500.00, in favor of the Association, as a condition to approving any proposed work or

improvement. No person shall commence any work or improvement until any and all such bond, security deposit or letter or credit has been properly posted with the Architectural Control Committee. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Property caused by the Lot Owner or his contractors or agents in the construction of improvements.

- (i) Limitation of Liability. The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designed architect, or contractor. The Architectural Control Committee's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.
- (ii) Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the owner and/or their agents of any particular Lot in the subdivision must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

ARTICLE 3 -- MEMBERSHIP AND VOTING RIGHTS

Each Owner of a Lot within the Property shall be a member of Rlington Heights Homeowners Association by virtue of these Covenants. Members are also members of Painted Hills Owners Association by virtue of other covenants.

The Association shall have one class of voting membership. All members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE 4 -- FINANCES AND OPERATIONS

4.1. **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENT.** The Developer and each subsequent owner of any Lot by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to Rlington Heights Homeowners Association (hereinafter "Association"), assessments or charges and interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Successors-in-title shall not be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them.

4.2. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used by the Association for the improvement, maintenance, repair and preservation of the common areas of the Property. The assessments must provide for but are not limited to: the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing and maintaining the common areas of the Property; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of the common areas which must be replaced on a periodic basis; and other amounts required that the Trustees shall determine to be necessary to meet the primary purposes of the Association.

4.3. **MAXIMUM ANNUAL ASSESSMENT** Until January 1 following recording of these Covenants, the maximum annual assessment shall be TWO THOUSAND FOUR HUNDRED Dollars (\$2,400.00) per Lot. This amount shall be the basis of calculation for future maximum annual assessments.

- (a) From and after the date referred to above the maximum annual assessment shall be increased each year by five percent (5%) above the maximum assessment for the previous year, without a vote of the membership.
- (b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty percent (60%) of the votes of members, voting in person or by proxy, at a meeting duly called for this purpose.

4.4. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS** In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the common areas. Special assessments must have the assent of sixty percent (60%) of the votes of the members voting in person or by proxy, at a meeting duly called for this purpose.

4.5. **UNIFORM RATE OF ASSESSMENT; PERIODIC ASSESSMENT** Assessments must be fixed at a uniform rate for all Lots; provided, however, that assessments shall not accrue against the Developer or Lots owned by the Developer so long as the Developer has membership on the condition that the Developer shall fund any fiscal deficiency in the operations of the Association until the termination of Developer control of the Architectural Control Committee.

4.6. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES** The assessment provided for herein shall commence to accrue on the first day of the month following conveyance to a purchaser. The first assessment shall be adjusted according to the number of months remaining in the calendar year. In the absence of a determination by the Trustees as to the amount of said assessment, the assessment shall be an amount equal to 90% of the maximum assessment provided above.

At least thirty (30) days prior to the commencement of each new assessment period, the Trustees shall send or cause to be sent a written notice of the annual assessment to each owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment.

The assessment due dates shall be established by the Trustees. The Trustees may provide for the payment of assessments in equal installments throughout the assessment year.

The Trustees shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.7. EFFECT OF NON-PAYMENT OF ASSESSMENT—REMEDIES OF THE ASSOCIATION Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum (or such lesser rate as the Trustees shall set by resolution) until paid. In addition, a late fee of \$25.00 for each delinquent installment shall be imposed.

The Trustees may, in the name of the Association, (a) bring an action at law against the owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the Lot of an owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or by abandonment of the Lot.

4.8. SUBORDINATION OF THE LIEN TO MORTGAGES The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

4.9. BOOKS, RECORDS AND AUDIT The Association shall maintain current copies of the Protective Covenants, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such

documents. A Lot owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

ARTICLE 5 - DURATION, ENFORCEMENT, AMENDMENT

5.1. **DURATION OF RESTRICTIONS:** The covenants and restrictions contained herein shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the Architectural Control Committee, the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument.

5.2. **AMENDMENT:** Upon completion of the Development Phase, the covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than the owners of seventy-five percent (75%) of the number of Lots, provided that all signatures must be notarized and obtained within a 180 day period. After the Developer or its designee ceases to act as the Architectural Control Committee, written notice of any such proposed amendment shall be sent to every owner of any Lot, part or portion of the Property at least 30 days in advance.

5.3. **ADDITIONAL PROPERTY:** Additional property may be subjected to these covenants, conditions and restrictions by the Developer. The Developer shall indicate its intent to have such property bound by these covenants, conditions and restrictions on the plat of such property, or by recording an additional set of covenants, and thereafter such additional property shall be considered as part of the Property in all respects, and Lots therein shall constitute Lots under this agreement. This right of the Developer shall be assignable to one or more assignees.

5.4. **NOTICES:** Any notice required under the provisions of this document to be sent to any Lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such owner.

5.5. **CONSTRUCTION AND SEVERABILITY:** All of the restrictions, covenants and conditions contained in this document shall be construed together. Invalidity of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability any of the remaining restrictions, covenants or conditions, or parts thereof.

5.6. **VIOLATION CONSTITUTES NUISANCE:** Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer, the Association, or a Lot owner or owners. Remedies hereunder shall be deemed cumulative and not exclusive.

5.7. **ENFORCEMENT:** Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer, the Association and of the Lot owner or owners from time to time of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit

of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer, the Association, or a Lot owner or owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said Lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorneys fees and costs incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on such Lot owner's Lot, and shall also be a personal obligation of said Lot owner, enforceable at law, until such payment therefore is made.

5.8. **RIGHT TO ENFORCE:** The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by the Developer, the Association or a Lot owner or owners, and each of their legal representative, heirs, successors and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

5.9. **ASSIGNMENT OF POWERS:** Any and all rights and power of the Developer herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is used herein, it includes Developer and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 11 day of July, 1996.

DEVELOPER:
LANDS LIMITED PARTNERSHIP,
a Nevada limited partnership

By 
Robert L. Mendenhall
General Partner

STATE OF NEVADA)

ss.

COUNTY OF CLARK

On this 11th day of July, 1996, before me personally appeared Robert L. Mendenhall, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is a general partner of L and S Limited Partnership, a limited partnership and that the foregoing document was signed by him on behalf of that partnership by proper authority and he acknowledged before me that the partnership executed the document and the document was the act of the partnership for its stated purpose.

Fran M. Lyons
NOTARY PUBLIC

Address: 4470 So. Decatur Blvd. Las Vegas, NV.

My Commission Expires: July 7, 2000

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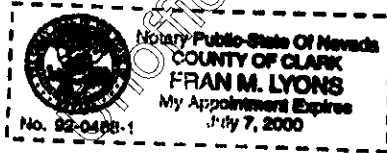


EXHIBIT A

TRACT OF RLINGTON HEIGHTS PHASE 1

ALL THAT PARCEL OF LAND LOCATED IN SECTION 32, T.41S., R.13W., SALT LAKE BASE AND MERIDIAN, WASHINGTON COUNTY, UTAH DESCRIBED AS: BEGINNING ON THE SOUTH LINE OF AND 304.56 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 32 THENCE THE FOLLOWING 10 COURSES:

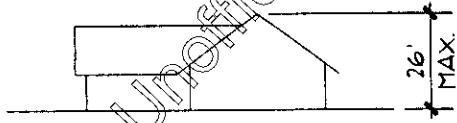
1. N.89°46'45"W., ALONG SAID SOUTH LINE 1279.09 FEET;
2. N.00°13'03"E., 1572.13 FEET;
3. S.89°43'39"E., 697.21 FEET;
4. S.89°08'57"E., 174.38 FEET;
5. N.34°50'09"E., 293.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 34°23'56", A RADIUS OF 270.00 FEET AND A RADIAL BEARING OF N.55°09'51"W.;
6. ALONG THE LAST NAMED CURVE NORTHEASTERLY AN ARC DISTANCE OF 162.10 FEET TO A POINT OF TANGENCY;
7. N.00°26'13"E., 31.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 90°33'49", A RADIUS OF 25.00 FEET AND A RADIAL BEARING OF N.89°33'47"W.;
8. ALONG THE NAMED CURVE NORTHWESTERLY 39.52 FEET TO THE SOUTH RIGHT-OF-WAY OF UTAH STATE HIGHWAY U9 AND A POINT OF CURS;
9. ALONG SAID SOUTH RIGHT-OF-WAY N.89°52'24"E., 210.94 FEET;
10. S.00°01'07"W., 2021.00 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 48.75 ACRES.
THIS DESCRIPTION IS BASED UPON A FIELD SURVEY.

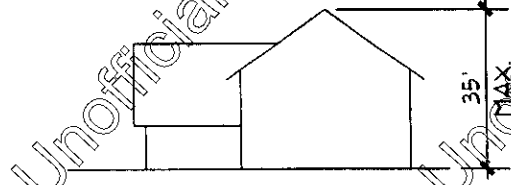
END OF DESCRIPTION.

NOT LEGIBLE FOR MICROFILM

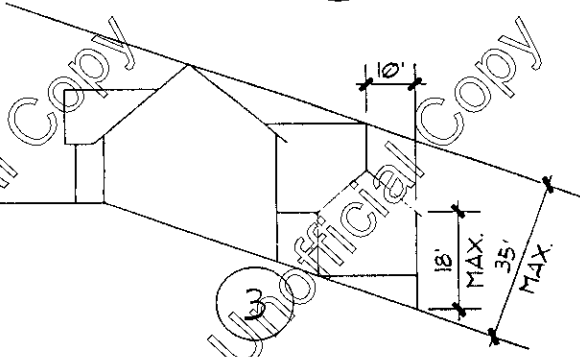
00539483 Bk 1022 Pg 0300



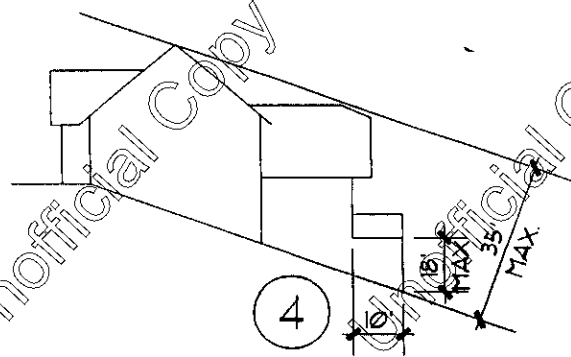
1



2



3



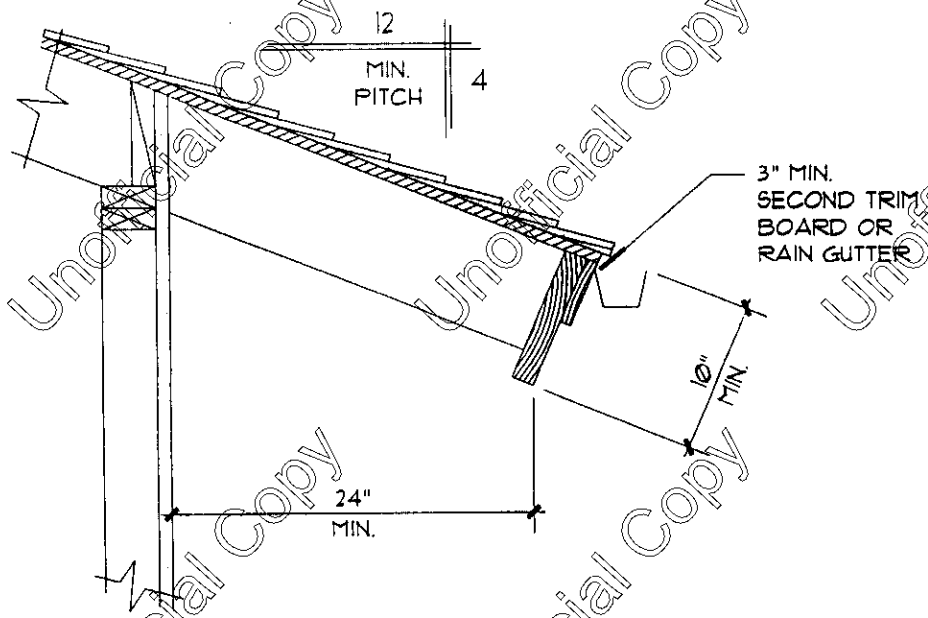
4

BUILDING HEIGHT CONDITIONS

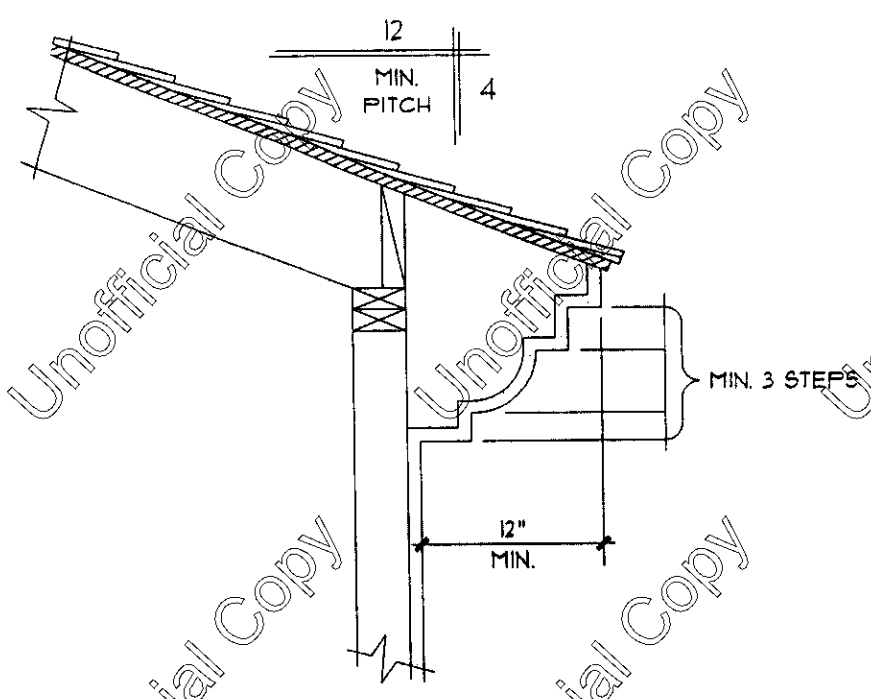
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EXHIBIT "B"



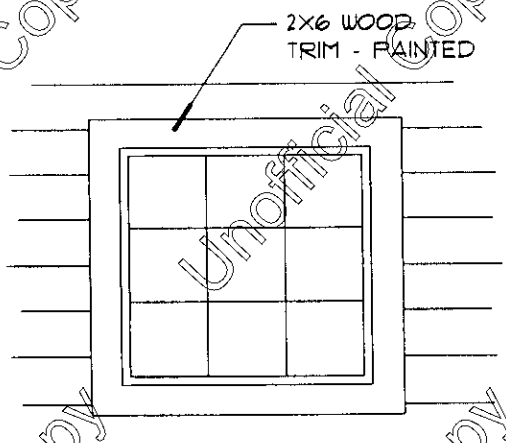
WOOD FASCIA



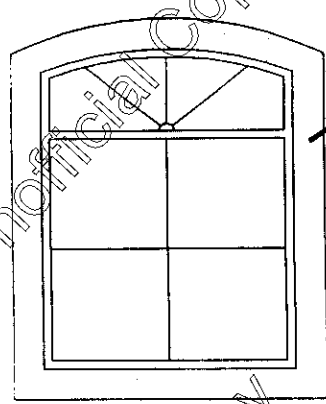
STUCCO FASCIA

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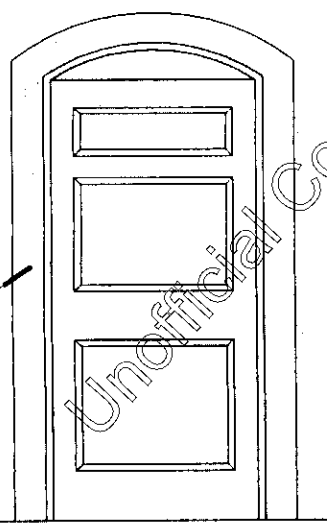
EXHIBIT "C"



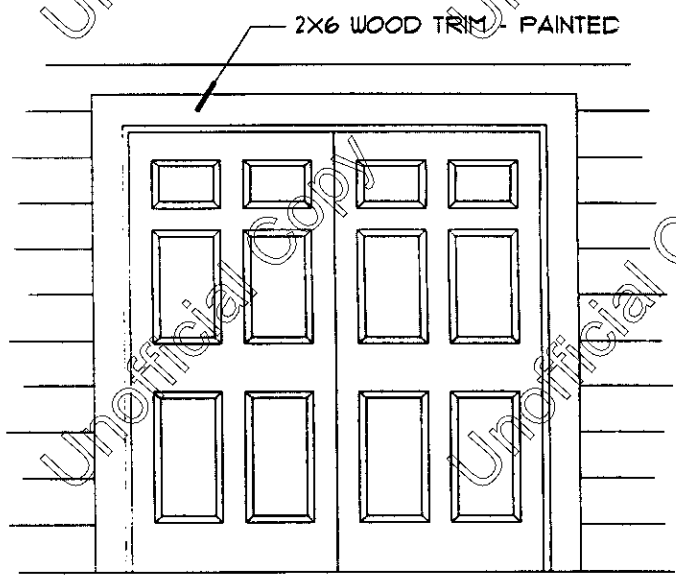
WINDOW TRIM
• WOOD CONDITION



WINDOW TRIM
• STUCCO CONDITION



DOOR TRIM
• STUCCO CONDITION



DOOR TRIM
• WOOD CONDITION

WINDOW & DOOR TRIM DETAILS
NOT TO SCALE

00539483 Bk 1022 Pg 0303

EXHIBIT "D"

SKYLIGHT:
FLAT SURFACE W/
NON-REFLECTIVE
LENS ONLY

8" MAX.
ABOVE ROOF
SURFACE

TILE, LIGHTWEIGHT
CONC. OR SLATE
ONLY

3" TRIM BOARD OR
RAKE TILE AT
GABLE ENDS

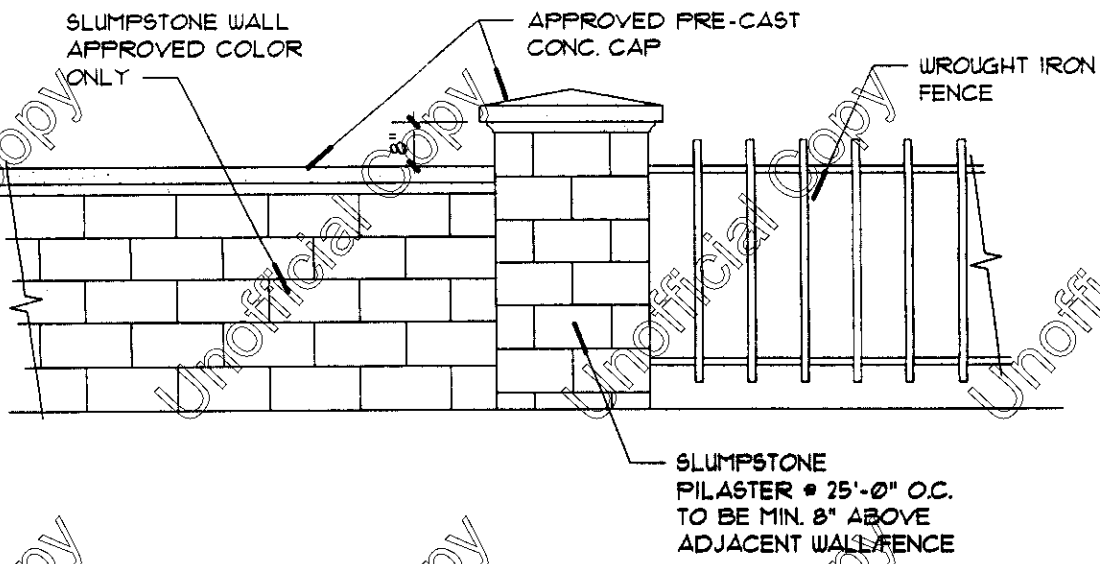
4" MIN.
CORNER
BOARD AT
WOOD SIDE
ELEVATION

GABLE END CONDITION

NOT TO SCALE

00539483 Bk 1022 Pg 0304

EXHIBIT "E"



WALL/FENCE DETAILS
NOT TO SCALE

00539483 Bk1022 Pg0305

EXHIBIT "F"