

Declaration of Covenants, Conditions and Restrictions of _____

Sunrise Meadows Plats

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 May 10 2:44 pm FEE 53.00 BY AB
RECORDED FOR SCRIBNER, THOMAS J

The undersigned, Hearthstone Development Inc (hereinafter the "Company"), owners of the following described real property:

Sunrise Meadows, Plat B, Saratoga Springs, Utah County, Utah

do hereby impose the following declaration of limitations, restrictions, and uses of the lots of Sunrise Meadows Subdivision, Plat B development. This Declaration shall be constituted to run with all the land within the above-mentioned Plat for the purpose of enhancing the value, desirability, and attractiveness of all lots. This declaration of covenants shall inure to the benefit of the Company, its successors, assigns and grantees, and shall run with the land.

Purpose of Declaration. The purpose of this Declaration is to insure the use of the Property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, and to maintain the desired tone of the Subdivision, and thereby to secure to each Owner the full benefit, enjoyment and value of their home, with no greater restriction on the free and undisturbed use of their site than is necessary to insure the same advantages to other Owners.

Definitions

"Association" shall mean the Sunrise Meadows Home Owners Association, comprised of each respective Owner of a Lot within the Subdivision. Decisions by the Association shall be made by a vote of a majority of those Owners present at a duly called meeting of the Association. A duly called meeting must be preceded by mailed notice to each owner as set forth below. A meeting may be scheduled by 20% of the owners, or by vote of the officers of the Association should the Association decide to elect officers. One vote shall be allotted to the Owner or Owners of each of the Lots in the Subdivision. No dues shall be assessed to individual members of the Association, unless otherwise decided by the members of the Association. The Associations powers shall include, but are not limited to the power to purchase and maintain improvements, issue assessments for construction and maintenance of improvements and to enforce

these declarations.

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"Committee" shall mean the Architectural Review Committee. The Architectural Review Committee consist of three persons and shall initially be the Company, but shall transition to membership of persons elected by the Association. After the initial 10 lots are sold, the Owners shall have the right to elect one person to the committee. After the last lot is sold, or at such time as the Company or its assigns cease to act as an Architectural Review Committee there shall be a three person committee made up of members of the Association elected in a meeting of Owners called for that purpose. Election to the committee shall be for staggered two year terms and shall be by a majority of Owners present at a duly called meeting after Notice. For voting purposes the owner or owners of each lot shall be entitled to one vote for each Lot.

"Lot" shall mean any individual parcel shown upon the Map of the Subdivision, which may be legally conveyed by reference only to the number of such Lot designated on the Map.

"Map" shall mean the official Subdivision plat map recorded as referred to above, and which has become part of the official records in the Office of the Utah County Recorder, State of Utah, as the same may be amended from time to time.

"Owner" shall mean the recorded Owner of a fee simple title to any Lot which is a part of the Subdivision. In the event that more than one party shall be established as the record Owner of a Lot, then for all purposes under this Declaration, all such parties shall be required to act jointly as the Owner of such Lot.

"Notice" shall mean notification by means of mailing to the address of each Owner by United States Mail, postage prepaid. Notice shall be mailed at least seven days prior to any meeting as determined by postmark. Notice is presumed received upon mailing. Notice is not valid unless mailed to each owner. Proof of mailing shall be by affidavit, or certified mail receipt.

Area of Application

The restrictions, covenants, and conditions, as set forth herein shall apply

to all property listed in the following described Subdivision property:

See Property Description, "Exhibit A", Sunrise Meadows.

Residential Area Covenants.

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Land use. All lots shall be used only for residential purposes with the exception that home occupations shall be allowed as permitted by the City of Saratoga Springs. No building shall be permitted on any lot other than one single-family dwelling. No multi-family or twin homes shall be permitted. Detached accessory buildings such as sheds, shops, or detached garages are permitted in accordance with the ordinances of the City of Saratoga Springs. Any accessory structures must be pre-approved in writing by the Sunrise Meadows Architectural Committee and shall conform to the City of Saratoga Springs building permit process and ordinances prior to construction.

Building Type. No single family dwelling shall exceed two (2) stories in height nor contain a garage holding less than two cars. No Modular Homes, Mobile Homes, or "Move On" Homes are permitted. Residential structures are to be constructed using conventional construction methods. All homes must be constructed in accordance with City of Saratoga Springs building and fire codes. All proposed residences must pass review with the Architectural Review Committee prior to construction as set forth below.

Dwelling Size. Each finished dwelling must be consistent with the Ordinances and Zoning of the City of Saratoga Springs for the R-1 Zone (Single Family Residential). In addition, each dwelling must meet or exceed the following minimum living area sizes:

Rambler (Single Story)	-	1250 Square Feet
Split Level	-	1400 Square Feet
Two Story	-	1600 Square Feet

Living Area is defined as any enclosed square footage above grade, with the exception of garages, porches, patios, verandas, or basements.

Building Setbacks. Setbacks/yard requirements are intended to describe the amount of space required between dwellings and property lines. All dwellings in this zone, including accessory buildings, are required to maintain minimum distances from property lines as follows:

Dwelling Unit

Front: 25 feet

Sides: 8 and 12 feet, 20 feet on any corner lot

Rear: 25 feet

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Accessory Buildings

Front: 25 feet

Sides, rear: 5 Feet (25 on corner lots)

There shall be a five (5) foot minimum separation between accessory buildings and dwelling units. Accessory Buildings shall not be constructed upon utility or other easements.

Dwelling Height. No Dwelling shall exceed thirty-five (35) feet in height at its highest point.

Garages. Each dwelling is to be provided a minimum of an enclosed two-car garage. Side entry, detached, or rear loading garages are encouraged to enhance varied setbacks. No carports shall be allowed.

Dwelling Elevation. Dwelling elevations shall vary from lot to lot. No elevation shall be duplicated on adjacent lots or on lots directly transverse (diagonally) on the same street. It will be the responsibility of the Company or its assigns, successors, or grantees, and the Architectural Review Committee to review each plan to insure diversity within the Development. Builders must submit plans to the Company for approval of elevations and other considerations prior to submission of the plans to the City of Saratoga Springs for building permit process as described below.

Roof Pitch and Materials. The roof pitch of each dwelling must be equal to or greater than a 6/12 pitch. A lesser pitch may be used on minimal portions of the dwelling as an appealing architectural accent. The Architectural Committee (defined below) must approve any use of a lesser pitch. All Roofing materials must be a minimum of a 25-year asphalt or fiberglass architectural shingle, wood shake or shingle, or roof tile.

Exterior Materials. The exterior of the dwelling shall be comprised of brick, stone, stucco, wood siding, or vinyl siding having a minimum thickness of .042. All exterior materials must be used in a manner that is approved by the architectural committee. All exterior materials must achieve the required point

values as set forth in the "Architectural Excellence Procedure" described below.

Landscaping. Each individual lot shall have a front yard completely landscaped prior to receiving an occupancy permit from the City of Saratoga Springs. Landscaping must be maintained in a manner consistent with neighboring lots. Front yard Landscaping shall include but is not limited to grass, 2 trees, 3 bushes, and an automatic sprinkling system. A landscaping plan must be attached to each plan when submitted to the Company for consideration under the "Architectural Excellence Procedure". The following trees, because of their undesirable characteristics, are prohibited in the Sunrise Meadows Development:

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Tree of Heaven (Paradise)	American Plane Tree	Lace Leaf Poplar
Silver Poplar	Bolleana Poplar	Narrow-leaf Poplar
Carolina Poplar	Freemont Poplar	Lombardy Poplar
Black Locust	Siberian Elm	American Elm
Chinese Elm	Russian Olive	

All lots on the southern border of the Sunrise Meadows Development shall include a landscaping plan (Tree Plan) for the rear property line. The Master Development agreement for the Sunrise Meadows Development requires the lot owners of lots on the southern border of the development to plant trees and large shrubs at a minimum of fifteen (15) feet on center at or near the fence at the back of the property line at the time of construction. This must be completed prior to the issuance of an occupancy permit.

In lieu of planting trees or shrubs during winter months, a landscaping bond of \$1,000.00 may be posted by the contractor during the months of October, November, December, January, February, and March due to weather and temperature concerns. The landscaping must be completed by the last day of May.

Building Location. All dwellings are to be located within the building setbacks as defined by current ordinances of the City of Saratoga Springs. The accessory building locations shall be as defined by current ordinances of the City of Saratoga Springs.

Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power lines and telephone lines are to be located underground.

Animals. Keeping of animals other than those commonly kept as family pets shall be forbidden. No resident may have more than 4 pets total, and no greater than 2 of any species. No farm animals are allowed in this development, and all Saratoga Springs City animal control ordinances must be satisfied.

Nuisance. No property owner shall maintain a nuisance, or conduct noxious or offensive activities at any time. In addition, no property owner shall maintain a nuisance as defined by the Ordinances of the City of Saratoga, or the laws of the State of Utah.

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Temporary Structures or Site Material. No structures of a temporary nature, trailer, tent, shack, etc., shall be used on any lot for storage or residence prior to commencement of construction of a single-family dwelling on the lot. No building or other materials shall be placed on the lot until the commencement of construction.

Accessory Buildings. Any detached accessory building shall be constructed of the same materials used on the residence unless prior approval is obtained in writing from the Architectural Review Committee. Any accessory structure of any kind must receive prior written approval from the Architectural Review Committee, and must comply with Saratoga Springs City codes. Approval of accessory buildings which comply with applicable Saratoga Springs City codes shall not be arbitrarily denied.

Fencing. All fencing must be vinyl or vinyl coated chain link. No privacy fences shall be constructed behind the chain link fence. No fence or hedge between lots shall exceed six (6) feet in height. No fences or hedges in excess of three (3) feet in height are allowed in the front yard setback. Fences between lots within the front setback of dwelling are encouraged to be of an architectural nature. Hedges are permitted as dividers between lots instead of fences. No dog or pet run is permitted within the front or side yard setbacks.

Maintenance, Parking, and Storage. The owner of a lot, in accordance with the Ordinances of the City of Saratoga Springs, must maintain and repair any and all improvements to insure a clean, safe, and attractive property. Side yard gate access shall be planned and provided for in the design of the dwelling. Any equipment, R.V's, trailers, boats, etc. shall be parked in the side yard setback, screened from street view. All storage of materials or items of any kind must be in side yards or rear yards, screened from street view. Inoperative vehicles may not remain in front of any lot for more than seventy-two (72 hours). All

maintenance, parking, and storage of items must comply with the ordinances of the City of Saratoga Springs, Utah County, and the State of Utah.

***“Architectural Excellence Review”*. Prior to construction of any dwelling all contractors must appear before the Saratoga Springs City Architectural Committee. The contractor must receive the Architectural Committee’s Approval for style and design. Once a contractor has received the endorsement of the City Architectural Committee they may submit plans to the Architectural Review Committee for architectural excellence review. All proposed homes will be evaluated for architectural excellence. Plans for each home proposed for construction must be turned into the Company or its assigns, and the Architectural Review Committee prior to application for a building permit.**

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Each dwelling will assessed points based on the exterior products used, the manner in which the products are presented, including trim and accents and window and door designs. Each home will be reviewed for compliance with these Covenants, Conditions, and Restrictions. The Architectural excellence review procedure is detailed on a schedule of values (Exhibit “B”). The architectural excellence review will be the sole responsibility of the Architectural Review Committee, but compliance may also be considered by the officials of the City of Saratoga Springs. To obtain approval, each home must achieve a minimum score of one hundred (100) points and must comply with all Covenants, Conditions, and Restrictions. The completed evaluation form will be submitted with the plans to the City of Saratoga Springs at the time of application for a building permit. No building permit will be issued based on plans that have not been evaluated and stamped as “approved”.

The Company or its assigns will act as the initial Architectural Review Committee and will administer the “Architectural Excellence review” until the first ten lots have been sold. At that time the Association shall have the right to elect one person to the three person committee. The Company will retain the responsibility for the “Architectural Excellence review” until the last lot is improved with a single-family dwelling.

When a home or improvement is considered by the Architectural Review Committee, the following schedule will be applicable:

- Plans (building and landscaping plans together) submitted to the Company for new construction must be reviewed within seven (7 days)**

- Owners/Builders whose plans are rejected may meet with the Company or its assigned representative upon written request submitted by the owner to the committee. The meeting should be scheduled within fourteen (14) days of written request. The company or its assigns will then detail for the owner the issues that caused the plan to fail.
- The owner has the right to adjust plans to obtain the approval of the committee.
- All decisions of the Company or its assigns are final. In the event that the Company or assigns, fails to act on a request within the given time frame, the plan is deemed to have complied with covenants, conditions, and restrictions of the development. Code requirements must still be satisfied.

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Enforcement by the Association. Enforcement shall be accomplished by any lawful means, including proceeding at law or in equity against any persons violating or attempting to violate any provision herein, either to restrain violation or recover damages. In the event a legal action is instituted by the Association to enforce compliance with or due to a breach of any of the provisions of this Declaration, the party found to have violated any provision of this Declaration shall be liable to the prevailing party for the prevailing party's legal costs and expenses, including a reasonable attorney's fee. Failure to comply with any of the provisions of this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought and liberally construed to effect its purpose. Any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provisions thereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof. Prior to pursuit of any remedies for enforcement, Owners believed not in compliance with this declaration shall be given 14 days notice and a reasonable opportunity to cure.

Enforcement by Owners. Additionally and after reasonable notice in writing, an Owner not at the time in default hereunder shall have the option of bringing an action for damages, specific performance, or injunctive relief against any defaulting Owner, and in addition may sue to have enjoined any violation of this Declaration. Any judgment shall include an award of the legal costs and expenses, including a reasonable attorney's fee, entered against the losing party

and in favor of the prevailing party. _____


Lien for Assessments. All sums assessed to an Owner pursuant to this Declaration, together with interest thereon at the legal rate of interest from the date of assessment until paid, before or after judgment, shall be secured by a lien on such Lot and the improvements thereon, in favor of the Association. This provision applies only if the Association elects to adopt assessments after a meeting of the Association having a majority of Owners present. To evidence a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed by a duly authorized representative of the Association and shall be recorded in the office of the County Recorder of Utah County, State of Utah. Such lien may be enforced by sale or foreclosure of the Lot encumbered by the lien at a foreclosure sale conducted by the Association and generally in accordance with the provisions of Utah law applicable to the exercise of powers of sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including but not limited to a reasonable attorneys fee and court costs, and such costs and expenses shall be secured by the lien herein provided whether or not the same shall be specifically set forth herein.

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General Provisions. If the parties to this instrument, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions, or restrictions set forth in this instrument before _____ (Date 25 years from signing), or during any additional period during which these covenants have been automatically renewed, it shall be lawful for any other person or persons owning any of the lots in the above-stated development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction and either to prevent him or her or them from so doing or to recover damages or other relief for the violation. These covenants shall exist for the initial 25 year period and shall be automatically renewed in successive 10 year increments unless 66% of the owners of the lots in the development or subdivision express their intention in writing to abandon the restrictive covenants.

Dated this _____ day of _____, 200_____.

Hearthstone Development, Inc.

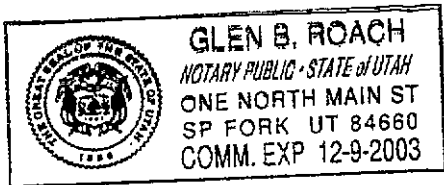



David Olsen, President

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State of Utah)
 :SS
County of Utah)

On this 7 day of Nov, 2001 personally appeared before me, David Olsen, who is the President of Hearthstone Development, Inc., who being by me first duly sworn did say that he executed the foregoing instrument on behalf of Hearthstone Development, Inc. pursuant to the authority vested in him.





Notary Public

Legal Description
Sunrise Meadows Subdivision Plat B
Saratoga Springs, Utah

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BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 00°26'00" EAST 1837.85 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN;

THENCE NORTH 89°34'00" WEST 58.21 FEET; THENCE NORTH 89°30'41" WEST 120.00 FEET; THENCE NORTH 00°29'19" EAST 21.60 FEET; THENCE NORTH 89°30'41" WEST 215.26 FEET; THENCE SOUTH 33°00'45" WEST 13.94 FEET; THENCE NORTH 56°59'15" WEST 130.00 FEET; THENCE NORTH 33°00'45" EAST 13.14 FEET; THENCE ALONG THE ARC OF A 510.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°23'10" FOR 30.14 FEET (CHORD BEARS NORTH 31°19'10" EAST 30.14 FEET); THENCE NORTH 60°22'25" WEST 129.34 FEET; THENCE NORTH 33°00'45" EAST 28.69 FEET; THENCE NORTH 16°34'49" EAST 86.57 FEET; THENCE NORTH 55°52'46" EAST 46.72 FEET; THENCE NORTH 44°37'37" WEST 183.42 FEET; THENCE NORTH 89°12'45" WEST 60.00 FEET; THENCE NORTH 00°47'15" EAST 155.81 FEET; THENCE NORTH 02°47'31" WEST 24.48 FEET; THENCE NORTH 85°41'35" EAST 715.55 FEET; THENCE SOUTH 00°26'00" WEST 683.34 FEET TO THE POINT OF BEGINNING.

AREA = 8.8656 ACRES (23 BUILDING LOTS)

BASIS OF BEARING = STATE PLANE COORDINATE SYSTEM