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RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
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WHEN RECORDED, PLEASE RETURN TO:

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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, EQUITABLE SERVITUDE AND LIENS
AND
PROVISIONS RELATING TO THE MAINTENANCE OF ROADS,
UTILITIES AND COMMON AREAS APPLYING TO
"CARRIAGE LANE AT THE GROVE", A CONDOMINIUM PROJECT,
SALT LAKE COUNTY, STATE OF UTAH**

THIS DECLARATION is made on the date hereinafter set forth by BACH Development Corporation, a Utah corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is now the owner of certain real property in Salt Lake County, Utah, described hereinafter; and

WHEREAS, Declarant intends to develop as a planned community dwelling group, all of which shall be known as "Carriage Lane at the Grove"; and

WHEREAS, it is the intent of the Declarant to develop the said described land with all such land to be subject to the same provisions of declaration of protective covenants, liens and provisions for roads, utilities and common areas; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of certain roadways, open spaces and other community and recreational facilities to be developed as a part of said community; and to this end, desires to subject the real property described herein to the covenants, restrictions, servitude, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which will be delegated and assigned the powers and duties of maintaining and administering certain roadways, open spaces and other community and within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed Carriage Lane at the Grove Homeowners Association, Inc., as a nonprofit corporation without capital stock under the Laws of the State of Utah for the purposes of carrying out the powers and duties aforesaid;

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NOW, THEREFORE, the Declarant hereby declares that the real property described herein is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitude, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

Section 1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

(a) "Association" shall mean and refer to Carriage Lane at the Grove Homeowners Association, Inc., and its successors and assigns.

(b) "The Property" shall mean and refer to all real property described herein.

(c) "Lot" shall mean and refer to all subdivided parcels or property which are part of The Property, with the exception of the Common Areas, and shall include each of the building sites.

(d) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed or intended for use and occupancy as a residence by a single family, all of which shall be single family dwellings.

(e) "Costs" shall mean the cost of water and sewer services, garbage and trash collection and/or other utilities and services which may be provided by the Association with respect to the common areas or the individual or single-family detached dwelling units; and

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

(h) "Capital Improvement" shall include, but not necessarily be limited to, streets, water systems, sewer systems, water meters and structures and appurtenant facilities installed and intended for use in common by the members.

(i) "Declarant" or "Developer" shall mean and refer to BACH Development Corporation.

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ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is "Carriage Lane at the Grove", according to the official plat thereof filed in the Office of the Salt Lake County Recorder, and more particularly described as follows:

BEGINNING at a point which is North 0 01'37" West along the quarter section line 792.00 feet from the Southwest corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0 01'37" West, 528.00 feet; thence South 89 53'45" East, 660.00 feet; thence South 0 01'37" East, 528.00 feet thence North 89 53'45" West, 660.00 feet to the point of beginning.

Section 2. Lot Sizes. The lot sizes in "Carriage Lane at the Grove", also known as Units 1-7 are as follows:

Lot 1: 39,742 square feet;
 Lot 2: 39,420 square feet;
 Lot 3: 49,375 square feet;
 Lot 4: 47,451 square feet;
 Lot 5: 48,822 square feet;
 Lot 6: 40,704 square feet;
 Lot 7: 40,335 square feet.

Section 3. Common Structures. This project does not involve buildings or other structures located within the project area, other than those buildings or other structures which are to be located upon the individual lots as designated herein and owned by the individual owners.

Section 4. Common Areas. There are no limited common areas in the Project. All other common areas shall include the 25 foot landscaped area running north and south along 2200 West between the curb and gutter and the fence, sidewalks, fences around the perimeter of the Property, paved road, bominite strips in the road, planter box in the culdesac, street lights, stop sign, flagpole and flag. The owner (or owners) of each individual lot herein shall have a 1/7th (one-seventh) undivided interest in the common areas of the Project. The owner (or owners) of each individual lot shall be deemed to be the owners thereof, for all purposes, including voting, derived and allocated in accordance with Section 57-8-7(1), Utah Code.

Section 5. Governing Law. It is the intention of the declarant that the provisions of the Utah Condominium Ownership Act, as contained in Section 57-8-1 et seq, Utah Code, or such other successor statute as may be adopted to supersede and replace the

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Condominium Ownership Act, apply to this project. The provisions of the Utah Condominium Ownership Act, as contained in Section 57-8-1 et seq, Utah Code, are incorporated herein in this declaration as though set forth in their entirety.

Section 6. Conversion, Expansion, Contraction, Etc. This project does not now contain nor is it ever intended to contain or become (1) any "convertible land", (2) an "expandable condominium", (3) a "contractible condominium", (4) a "leasehold condominium", and/or (5) any "time period units", as those terms are defined or described within the Utah Condominium Ownership Act.

ARTICLE III

Section 1. Membership. The Association shall have one (1) class of voting membership:

(a) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any Lot which is a part of the premises described herein and which is or becomes subject by covenants of record to assessment by the Association, shall be a member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account thereof. Each member shall be entitled to one vote for each Lot in which such member holds the interest.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common areas, community facilities and recreational facilities and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, with the consent of four-sevenths (4/7) of the then members of the Association, and after it acquires title to any portion of the land, to borrow money for the purpose of improving the common areas, community facilities and/or the recreational facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage said property; and

(b) the right of the Association, with the consent of four-sevenths (4/7) of the then members of the Association, to levy reasonable admission and other fees for the use of any recreational facilities situated upon The Property by the members of the Association and their families and/or guests; and

(c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosures, provided, always, however, that the same are in conformity with the other provisions

of this Declaration; and

(d) the right of the Association to suspend the voting rights and the rights to use of the common areas, common facilities and/or recreational facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not to exceed ninety (90) days for any infraction of any of the published rules and regulations of the Association; and

(e) the right of the Association to dedicate or transfer all or any part of the common areas, community facilities and/or the recreational facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by all of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member at least sixty (60) days prior to the taking of any action; and

(f) the right of the Association, acting by and through its Board of Directors, to grant rights-of-way and/or easements for any public utility purpose to any municipal agency, public utility or to the Declarant for the purpose of the installation and/or construction and/or maintenance of public utilities to "Carriage Lane at the Grove", provided that no such rights-of-way shall be permanently inconsistent with the enjoyment of the common areas, community facilities, and/or the recreational facilities by the members of the Association; and

(g) the right of the Declarant to retain title to The Property or any portion thereof during the course of construction and development of "Carriage Lane at the Grove" project, and to borrow money and mortgage, pledge and encumber any portion thereof for the purpose of financing the development and construction of the Common Areas, Community Facilities, Recreational Facilities and any other improvement to be installed upon the project and any expenses directly or indirectly arising from the development or construction of the project. The Declarant hereby covenants for itself, its successors and assigns, that it will convey title to the Association to the common areas, community facilities and recreational facilities free and clear of all liens and encumbrances contracted for construction of improvements thereon, said conveyance to be made on the date of final completion of work on "Carriage Lane at the Grove".

Section 2. Delegation of Use. Any member may delegate, in accordance with the provisions of the By-Laws of the Association and such rules and regulations as may from time to time be promulgated by the Association, his right of use and enjoyment to the common areas and community facilities to the members of his

immediate family, his tenants and/or contract purchasers who reside on The Property.

Section 3. Right of Inspection and Maintenance by West Jordan City. West Jordan City, through its duly authorized employees and agents, shall have the right at any time it sees fit, to inspect any part or portion or thing connected in any way with any street, water system, sewer system, or other common areas or community facilities in "Carriage Lane at the Grove". In the event of failure by the Association, its successors or assigns to maintain conditions in such facilities generally, on a standard reasonably equivalent to that which is maintained in similar facilities or areas owned by West Jordan City; then and in that event, West Jordan City shall have a right, after sixty days written notice to the Association to an easement to enter in and upon The Property and to do any reasonably necessary work to maintain said facilities and to charge the Association and the Association shall have a duty to levy an assessment against the owners and their property in conformity with the power and authority of the Association and to pay any such charges to West Jordan City.

ARTICLE V

Section 1. Annual Maintenance Assessments. Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes an owner of a lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (hereinafter sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12) of the member's proportionate annual share of the sum required by the Association, as estimated by its Board of Trustees, to meet certain of its annual expenses, including, but in no way limited to, the following:

(a) the cost of all operating expenses of the common areas and the services furnished to or in connection with the common areas and community facilities, including charges by the Association for services furnished by it; and

(b) the cost of necessary management and administration of the common areas, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common areas; and

(d) the cost of fire and extended liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may effect with respect to the common areas; and

(e) the cost of garbage and trash collection and/or other utilities and services which may be provided by the Association, with respect to the common areas; and

(f) the cost of maintaining, replacing, repairing and landscaping the common areas (including, without limitation, the

cost of maintaining, replacing and repairing the streets, roadways, and open areas with The Property), and such equipment as the Board of Trustees shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association with respect to the common areas, including, when appropriate, a general operating reserve and/or a reserve for replacements.

The Board of Trustees shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Trustees, installments of annual assessments may be levied and collected on a quarterly, semiannual or annual basis rather than on the monthly basis hereinabove provided for. Any member may prepay one or more installments.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year, a special maintenance assessment or assessments, applicable to that year only: for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the common areas, including the necessary fixtures and personal property related thereto or for such other purpose as the Board of Trustees may consider appropriate, provided that any such assessment shall have the assent of the members representing four sevenths (4/7) of members of the Association. A meeting of such members shall be duly called for this purpose, written notice of which shall be sent to all such members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purposes of the meeting.

Section 3. Reserve for Replacements. The Association shall establish and maintain a reserve fund for replacements of the common areas by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Trustees. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by any agency of the United States of America or may, in the discretion of the Board of Trustees, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the common areas may be expended only for the purpose of effecting the replacement of the common areas, major repairs to any streets or roadways developed as a part of "Carriage Lane at the Grove", equipment replacement, and for operating contingencies of a non-recurring nature. The proportionate interest of any member in any such reserve for replacements of the common areas shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred or otherwise separate from the lot to which

it appertains and shall be deemed to be transferred with such lot.

ARTICLE VI

Section 1. Non-Payment of Assessment. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot or lots in the hands of the then owners and their successors, heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, upon resolution of the Board of Trustees, bear interest at a rate not to exceed the statutory rate and may, by resolution of the Board of Trustees, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the member's interest in the lot or lots then belonging to said member in the manner now or hereafter provided by law for the foreclosure of mortgages, deeds of trust or other liens containing powers of sale on real property in the State of Utah, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. The Association shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration nor shall any such failure affect any of the priorities established in this Article.

The Association shall take no action or foreclose the lien herein provided as security for the payment of assessments, except after mailing notice in writing to the holder of any first mortgage on the lot or lots involved as shown upon the records of the Recorder of Salt Lake County, Utah.

Section 2. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied

pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Trustees and be declared due and payable in full.

Section 3. Priority of Lien. The liens established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general and special assessments for real estate taxes on the lot; and

(b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the lot prior to the assessment thereon of the lien provided for in this Declaration or duly recorded on said lot

Sale or transfer shall not relieve the purchaser at such sale of the lot from liability for any assessment thereafter becoming due, not from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Trustees may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

Section 4. Definition. As used in this Declaration, the term "mortgagee" shall include deed of trust, and the term "holder" or "mortgagor" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 5. Commencement of Annual Assessments. The annual maintenance assessment for each member shall commence on the date a deed for the lot to which such membership is appurtenant is delivered by the Declarant to the member. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the lot is delivered to the member and shall then become due and payable. Except as hereinelsewhere provided, the monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable on the first day of each successive month and if not paid a lien may be filed against said lot to insure payment.

Section 6. Assessment of Declarant. Anything in this Declaration to the contrary notwithstanding, no lot held by the Declarant shall be subject to assessment by the Association.

ARTICLE VII

Section 1. Architectural Control Committee. Except for original development by the Declarant, and except for any improvements to any lot or to the common areas accomplished by the Declarant and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any construction/building or other alteration thereupon be made until the complete plans and specifications showing compliance with applicable local ordinances and codes and the location, nature, shape, height, material, color, type of construction and/or any other proposed building (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Control Committee designated by the Declarant.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, wall, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curb, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, materially increase the cost of operating or insuring any common areas or impair any easement, until the complete plans and specifications showing the location, nature, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for "Carriage Lane at the Grove" by the Architectural Control Committee designated by the Declarant.

Section 2. Architectural Control Committee Operation. The Declarant shall appoint an Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more persons designated from time to time by the Declarant and such persons shall serve at the pleasure of the Declarant. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization,

approval or the like pursuant to the authority contained in this Article. In the event that the Declarant shall fail to appoint the Architectural Control Committee or until such time as it does so, the Declarant shall act as the Architectural Control Committee.

Section 3. Approval, etc. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within Sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control Committee shall, at the request of the owner thereof, issue a Certificate of Compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such

other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, etc. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, lot coverage, colors, set backs, materials or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. If they incur expenses in connection with review of plans, the Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for the approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final except that any member who is aggrieved by an action or forbearance from action by the Architectural Control Committee (or by any policy, standards or guidelines established by the Architectural Control Committee) may appeal the decision of the Architectural Control Committee to the members of the Association and, upon the request of such member, shall be entitled to a hearing before the Association.

Section 7. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction and/or development, or except with the prior written approval of the Architectural Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) no noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

(b) the maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and provided, further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. Pets shall be attended at all times and shall be registered, licensed, and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas unless accompanied by an

adult and and unless they are carried or leashed. All pet waste must be removed and discarded daily!

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

(d) except as hereinelsewhere provided, no junk vehicle, tractor-trailer, commercial vehicle, or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extra ordinary maintenance of automobiles or other vehicles be carried out thereon.

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. The Association may regulate the use of trash containers by House Rules.

(f) no lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose without written consent of the Architectural Control Committee. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association or to the Declarant, nor to prevent the Association or Declarant from conveying to the owner of a lot a right-of-way or easement for a patio or area for access and egress immediately adjacent to such lot.

(g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.

(h) no lot shall be used for the purpose of boring, mining, quarrying, exploring or for removing oil or other hydrocarbons, minerals, gravel or earth.

(i) no trees shall be trimmed or removed from any lot without written approval of the Declarant. The Architectural Control Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate. Further, Declarant may order that certain debris, foliage, etc. be removed.

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor

clothes dryer, shed, or other buildings shall be erected, used or maintained on any lot at any time, without written consent.

(k) except for entrance signs, directional signs, signs for traffic control or safety, and real estate "For Sale" signs, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling.

(l) no structure, planting or other material including driveways or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(m) no outside television or radio aerial or antenna, or other similar device, for reception or transmission, shall be maintained upon any lot or dwelling without approval as to type and location.

(n) no modular or pre-fabricated building or structure shall be moved onto any lot.

(o) the drying of clothes shall be screened by adequate fencing so as not to be seen from neighboring lots and streets.

(p) no vehicle shall be parked on streets or driveways so as to obstruct ingress or egress by owners of lots, their families, guests or invitees, except for the reasonable needs of emergency, construction or service vehicles for a time limited to as briefly as possible.

(q) no lot, or any part thereof, shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Utah, the United States of America, or of police, health, sanitary, building or fire code regulations relating to or affecting the use or occupancy or possession of any of said lots.

(r) no freezer, refrigerator, washer, dryer, or other household appliance shall be permitted on patios, carports or any portion of the lot in such a position as to be visible from the street.

(s) no window or door of any single-family detached dwelling unit shall be covered with metal foil or similar material.

(t) the use of window air-conditioning units is specifically prohibited.

(u) the digging of dirt or sand and/or its removal from any lot is prohibited, except when necessary in connection with the landscaping of a lot and during the original construction phases of the project. No water drilling, refining or quarrying of any kind is permitted upon The Property.

(v) the use of firearms, including air rifles, bows and arrows, or other dangerous devices is specifically prohibited upon The Property.

(w) the premises of all lots shall be maintained in a clean, orderly and sightly condition at all times.

(x) no motor driven vehicles may be operated on the walkways within the common areas.

Section 8. Residential Use. All dwellings shall be used for

private residential purposes exclusively, and the owner's use of each such lot shall not endanger the health or disturb the reasonable enjoyment of any other owner or resident.

Section 9. Reconstruction Following Fire or Other Casualty. In the event any dwelling is partially or totally destroyed by fire or other casualty, then the owner of the same shall promptly reconstruct such dwelling at his own expense, or from insurance proceeds to which he may have access, in accordance with the original plans and specifications for the same (or as the same may be modified with the written consent of the Architectural Control Committee), and any failure promptly so to do shall be considered a violation of the provisions of this Article.

Section 10. Enforcement-Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article, and without the approval of the Architectural Control Committee required herein, and, upon written notice from the Architectural Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation, or if the same shall be committed or attempted on premises other than the lot owned by each member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred. When so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien shall be placed upon such lot, with a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided herein. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act be reason of such entry or inspection. If legal means are resorted to resolve violations, injunctive relief may be granted and the violator shall be responsible for attorney's fees.

ARTICLE VIII

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Section 1. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way over the common areas for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to "Carriage Lane at the Grove" as may be considered necessary and appropriate by the Board of Trustees for the orderly maintenance, preservation and enjoyment of the common areas and community facilities and/or for the preservation of the health, safety, convenience and/or welfare of the owners of the lots.

Any and all streets, walkways, roadways, sidewalks and/or the like, which are owned by the Association shall be subject to non-exclusive easements for ingress, egress and regress for the benefit of all members of the Association, the Declarant, their respective heirs, personal representatives and assigns and all other persons or other parties claiming under any of them.

There is hereby created a non-exclusive easement upon, across, over and under all of The Property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity, gas and television cables. Notwithstanding anything to the contrary contained in this Section, no sewer, electrical lines, water lines or other utilities may be installed and/or relocated upon The Property until approved by the Declarant. In the event that any utility company furnishing a service covered by the general easement hereinabove provided requests a specific easement by separate recordable instrument, the Association shall have the right to grant such easement upon said property without conflicting with the terms hereof.

The Association shall supply and be responsible for all utilities supplied to or used in connection with the common areas. All other utilities supplied to the individual single family detached dwelling units shall be metered separately and individually as to the utility supplied to the individual dwelling, and the owners thereof shall hold the Association harmless from any obligation to make payments for the use thereof.

The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or serve other lots, but each owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown by the Plat, and instruments recorded in the Office of the County Recorder of Salt Lake County, Utah, and by instruments that may hereafter be recorded in said office. Copies of these shall be kept on file in the principal office of the Association. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal

of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 2. House Rules, Etc. There shall be no violation of any rules for the use of the common areas, community facilities or recreational facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Trustees of the Association and promulgated among the membership by them in writing, and the Board of Trustees is hereby and elsewhere in this Declaration authorized to adopt such rules.

ARTICLE IX

Section 1. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common areas, community facilities or recreational facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas, community facilities or recreational facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas, community facilities or recreational facilities, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other government authority.

ARTICLE X

Section 1. Insurance. The Board of Trustees may obtain and maintain to the extent reasonably available insurance for common area losses and liability insurance.

ARTICLE XI

Section 1. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns. These Declarations may be amended or changed at any time by a writing or instrument signed by the then owners of 6/7 of the lots. No such agreement to change shall be effective unless made and recorded sixty (60) days in advance of the effective date of such change, and unless written notice of the

proposed agreement is sent to every member at least thirty (30) days in advance of any action taken.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of "Carriage Lane at the Grove". Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or to enjoin violation or to recover damages, or both, and against any lot to enforce the lien created hereby; and the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner or any mortgagee and/or by any other person, firm, corporation or other legal entity who has any right to the use of any of the common areas, community facilities or recreational facilities owned by the Association, including, again without limitation, any person, firm, corporation, or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be a conclusive presumption that any violation or breach, or any attempted violation or breach of any of the within covenants or restrictions, cannot be adequately remedied by recovery of money damages and that injunctive relief may be the only appropriate remedy.

Section 3. Minimum Requirements. Notwithstanding anything contained herein regarding the approval of plans by the Architectural Control Committee, the following shall be minimum standards which all construction must conform to:

1. All ramblers must have at least 3500 square feet on the main floor.
2. All 2-stories must have at least 3000 square feet on the main floor and at least 1000 square feet on the second floor.
3. All garages shall be 3-car garages or larger.
4. All roofs must have at least a 6/12 pitch and at least thirty (30) year architectural grade shingles.
5. All exterior construction shall be masonry, which includes brick, rock, or brick and rock in combination with stucco.
6. For Lots 1,2,6,& 7 all front yard setbacks shall be at least 50 feet from the street and due to the width of lots; the side yard on either side of homes constructed must be at least 20 feet. The setbacks and side yard requirements on Lots 3,4 & 5, due to the configuration of the culdesac and planter, will be set and approved by the architectural control committee.

Section 4. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers any lot, any deed purporting to effect such transfer shall contain a provision incorporating by

reference the covenants, restrictions, servitude, easements, charges and liens set forth in this Declaration.

Section 5. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by ordinary mail, postage pre-paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 6. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common area, community facility or recreational facility by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of said common areas, community facilities or recreational facilities.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 8. Consents. Any other provision of this Declaration to the contrary notwithstanding, the Association shall not, without prior written consent of all institutional first mortgagees of record:

- (a) abandon or terminate the Declaration; or
- (b) modify or amend any of the substantive provisions of the Declaration; or
- (c) substantially modify the method of determining and collecting maintenance assessments as provided in this Declaration; or
- (d) mortgage, partition, subdivide, transfer or otherwise dispose of any of the common areas, community facilities or recreational facilities.

Section 9. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee of a lot subject to this Declaration and shall not be limited to the institutional mortgagees, and the term "mortgage" shall include a deed of trust. As used generally in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, the Declarant, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

Section 10. Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and are not

intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 11. Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 12. Registered Agent and Office. The registered agent for all legal purposes shall be Dale Rindlisbacher, Bach Development Corporation, 2785 West 9000 South, West Jordan, Utah 84088, (801) 566-2224.

Section 13. Caretakers/Housekeepers/Nannies. Notwithstanding anything contained herein to the contrary, each lot owner shall be entitled to employ such caretakers, housekeepers, and/or nannies as are necessary to meet the needs of the lot owner and his family. Any living quarters to accomodate said nanny, housekeeper or caretaker may be attached to the single family dwelling or may be detached so long as the overall construction is consistent with these Restrictive Covenants as to quality, color, location, etc. All elements of any detached structure or attached living quarters for caretakers/housekeepers/nannies shall be approved by the Architectural Control Committee which shall have exclusive power to determine size, color, quality of construction, location on the lot, design, landscaping and all such other matters subject to the control of the Architectural Control Committee as would apply to the principal residence.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of November, 1993.

BACH DEVELOPMENT CORPORATION

By: Dale J. Rindlisbacher

Its: President

ATTEST:

Doris Rindlisbacher
Secretary

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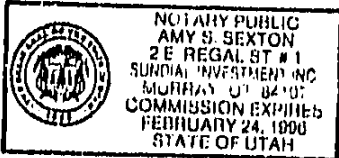
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 9th day of November, 1993, personally appeared before me Dale L. Rindlishbacher and Lorien Rindlishbacher, who being by me duly sworn did say, each for himself, that he, the said Dale L. Rindlishbacher, is the president, and he, the said Lorien Rindlishbacher, is the secretary of Bach Development Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Dale L. Rindlishbacher and Lorien Rindlishbacher each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation, and that said corporation is executing said instrument as Declarant is the owner of all of the land which is the subject of this instrument and of each individual lot contained therein as well as being the owner of all existing memberships in the Association.

Amy Sexton
NOTARY PUBLIC

My Commission Expires:
2/24/94

Residing at:
Salt Lake County



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