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02/14/95 2:15 PM 37.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SUDWEEKS DEVELOPMENT LLC
2189 SCANDIA WAY SANDY, 84093
REC BY: B GRAY DEPUTY - WI

6022236

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR
SANDY POINT P.U.D., A PLANNED UNIT DEVELOPMENT
IN SALT LAKE COUNTY, UTAH

This Declaration of Covenants, Conditions & Restrictions (the "Declaration") is made and entered into this 14 day of Feb., 1995 by SUDWEEKS Development, LLC, a Utah Limited Liability Company, for itself, its successors, grantees and assigns (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the record owner of that certain tract of Real Property more particularly described in paragraph 1 of this Declaration; and

WHEREAS, Declarant desires to create a Planned Unit Development on the Real Property; and

WHEREAS, Declarant desires to provide for the preservation of the values and improvements in said development and to this end and for the benefit of the Real Property and the owners thereof, Declarant desires to subject the Real Property to the covenants, restrictions, easements, charges and liens hereinafter set forth.

NOW THEREFORE, for the foregoing purposes, Declarant declares that the Real Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens as follows:

- 1) The Real Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following described real property (the "Real Property") situated in Salt Lake County, State of Utah:

Beginning at a point which is South 00 deg. 23'32" West, 1320.395 feet along the Section line and South 89 deg. 54'00" East, 50.00 feet from the Northwest corner of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89 deg. 54'00" East, 480.60 feet along the South line of White City No. 6 Subdivision to the West right of way line of the Draper Irrigation Company canal; thence South 01 deg. 54'00" West, 136.05 feet along said right of way line; thence South 6 deg. 36'12" West, 118.97 feet along said right of way line; thence West, 464.15 feet; thence North 00 deg. 23'32" East, 255.00 feet to the point of beginning.

BK 7101 Pg 1785

- 2) Builders Obligations. The builder on each lot will build a twin home in accordance with all covenants, conditions and restrictions of this Declaration as well as all applicable laws and zoning ordinances. Each backyard will be fully fenced in accordance with the requirements as on file with the Sandy City Planning Department. Each front yard will be fully landscaped in accordance with the requirements as on file with the Sandy City Planning Department.
- 3) Common Walls and Driveways. Each twin home will share a common wall and common driveway which the owners agree to maintain and preserve jointly.
- 4) Maintenance and Assessments. It is the responsibility of each owner of a lot or portion of a lot to maintain all structures, fencing and landscaping on that owner's lot or portion of a lot with a goal of maintaining the appearance and value of the entire Sandy Point, P.U.D.
- 5) Lien. Each owner of a lot or portion of a lot shall, by acquiring or in any way becoming vested with his interest, be deemed to covenant and agree to pay all costs of compliance by him and his lot or portion of a lot with the provisions of this Declaration. In the event an owner refuses to pay his fair share of any reasonable cost, and one or more of the remaining owners elect to pay the full cost, the owner who failed to pay his proportionate share of the total cost hereby grants to the owner who paid such cost a lien on said owner's portion of the Real Property until such time as that owner's share of the cost, plus interest at the rate of 12% per annum, simple interest, has been paid in full.
- 6) Use Restrictions. Each lot or portion of a lot shall be subject to the following use restrictions:
 - (a) Non-harmonious use. No use or operation will be made, conducted or permitted on any lot or any portion of a lot which is obnoxious to or out of harmony with the residential use of all property in the Sandy Point P.U.D. Prohibited activities include, but are not limited to, the following: any public or private nuisance; any noise or sound that is objectionable due to its intermittent character, beat, frequency, shrillness or loudness; any obnoxious odor; any noxious, toxic, caustic or corrosive fuel or gas; any dust, dirt or fly ash in excessive quantities; any unusual fire explosion or other damaging or dangerous hazards; any assembly, manufacture or distillation operation; and the raising of animals except as generally permitted in residential developments in Salt Lake County, Utah.

- (b) Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn or other out building shall be used on any lot, at any time, either temporarily or permanently unless approved in writing by all other owners of all or a portion of a lot in Sandy Point, P.U.D.
- (c) Recreational Vehicles. No trailer, camper, boat or truck larger than three-quarter ton or similar equipment shall be permitted to remain upon any lot, or any portion of a lot, for more than a 24-hour period unless written approval is granted by all other owners of all or a portion of a lot in Sandy Point, P.U.D.
- (d) Exception During Construction. Notwithstanding the restrictions contained in this Article 6, a builder may maintain such structures and equipment as are reasonably conducive to the construction process on the lot throughout the period of construction.

7) Miscellaneous.

- (a) Notices. Any notice required or permitted to be given to any owner under the provisions of this Declaration shall be deemed to have been properly furnished if mailed postage prepaid to the person who appears as the owner on the records of the Salt Lake County Recorder at the address of the lot within Sandy Point, P.U.D. owned by such person.
- (b) Rules and Regulations. Sandy Point, P.U.D. owners shall have the authority to promogate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid in carrying out any of the functions described herein, or to ensure that the Real Property is maintained and used in a manner consistent with the interests of the owners.
- (c) Amendment. This Declaration may be amended at any time and in any respect by the Declarant within the first 365 days following the date of initial recording. Thereafter, this Declaration shall require the affirmative vote of at least three-fourths (3/4) of all owners of a lot, or any portion of a lot, within Sandy Point, P.U.D.
- (d) Covenants to Run With the Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes as the case may be and shall be binding upon and shall enure to the benefit of the Declarant, all parties who hereafter acquire any interest in a lot, or any portion of a lot, and their respective grantees, transferees, heirs, devisees, personal

representatives, successors and assigns. Each owner or occupant of a lot, or any portion of a lot, shall comply with and all interests in all lots or portions of a lot shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments or determinations contemplated by this Declaration. By acquiring any interest in a lot, or any portion of a lot, the party acquiring such interest consents to and agrees to be bound by each and every provision of this Declaration.

- (e) Effective Date. This Declaration and any amendment hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

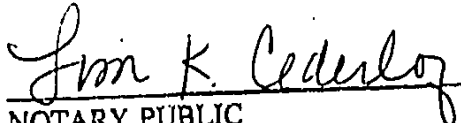
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date and year first above written.

SUDWEEKS DEVELOPMENT, LLC


TREVOR SUDWEEKS, Member

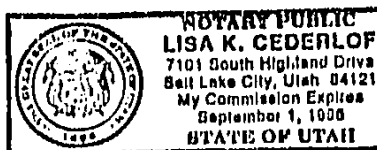
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 14 day of February, 1995, personally appeared before me, TREVOR SUDWEEKS, who having been first duly sworn deposed and said that he is a member of SUDWEEKS DEVELOPMENT, LLC, a Utah Limited Liability Company and has executed the foregoing document on behalf of said limited liability company.


NOTARY PUBLIC
Residing at: SLC, UT

My Commission Expires:

01-01-96



BK 7101 PG 1788