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Willow Ridge Estates
c/o Tim Metler
973 South Orem Blvd.
Orem, UT 84058

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

PLAT A **WILLOW RIDGE ESTATES SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "**Declaration**"), is made as of this 12th day of March, 2002, by Willow Ridge Estates L.C., A Utah Corporation, (the "**Declarant**"), with reference to the following facts:

WHEREAS, Declarant is the owner of record of that certain parcel of real property known as Willow Ridge Estates Subdivision (the "**Subdivision**"), whose subdivision Maps were recorded on March 28, 2002, as **Entry No. 34859:2002** and **Map No. 9464-107**, of the official records in the Office of the County Recorder for Utah County, State of Utah. Willow Ridge Estates Subdivision is located in Highland City, Utah County, State of Utah.

WHEREAS, all lots in the Subdivision are a part of and are governed by this Declaration, and

WHEREAS, the Declarant desires to develop, residential subdivisions of distinctive and individual character for the benefit of all owners within the Subdivision, and intends to provide for the preservation of such character, and

WHEREAS, the Declarant intends to sell the individual Lots which comprise the Property described above and the Declarant desires to subject each respective Lot to a general plan of improvement which will include certain restriction, conditions, covenants, and agreements, as hereinafter set forth;

NOW THEREFORE, the Declarant declares that the Property shall be held, sold, conveyed, leased, occupied, resided upon and hypothecated subject to the following covenants, conditions and restrictions; which covenants, conditions and restrictions shall run with the land, are established for the purpose of protecting and preserving the value of each and every part of the Property, and which shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1.1 “**Association**” shall mean the Willow Ridge Estates Subdivision 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 majority of those Owners present at a duly called meeting of the Association. No vote shall be taken, however, without a quorum of the Owners present, comprised of a majority of the Owners of Lots in the Subdivision. One vote shall be allotted to the Owner 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, or as any member of the association, as Lot Owners, may otherwise be obligated to pay any assessments required by Highland City.

Section 1.2 “**Committee**” shall mean the Architectural Control Committee, as such Committee is further described in Article V hereof.

Section 1.3 “**Declarant**” shall mean Willow Ridge Estates, L.C., a Utah Corporation, and their successor(s) and/or assign(s).

Section 1.4 “**Family**” shall mean a group of natural persons related to each other by blood or legally related to each other by marriage or adoption.

Section 1.5 “**Improvement**” Shall mean any structure, Residence, building, barn, storage shed, garage, Landscaping, accessory building, fence, wall, nonliving or living screen, or other structure of Landscaping, or other meaningful addition or alteration constructed or added to a Lot.

Section 1.6 “**Landscaping**” Shall mean lawn, shrubs, flowers, trees and natural foliage located or placed upon a Lot.

Section 1.7 “**Lot**” shall mean any individual parcel shown upon the Maps of the Subdivision, which may be legally conveyed by reference only to the number of such Lot designated on the Map.

Section 1.8 “**Maps**” shall mean the official subdivision plat maps recorded as referred to above, which have 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.

Section 1.9 “**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 Owners 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.

Section 1.10 “**Property**” shall mean all the real property described above, consisting of all Lots of the Subdivision.

Section 1.11 “Public View” shall mean as viewed generally from the public right-of-way.

Section 1.12 “Residence” shall mean a single building designed and constructed for residential occupancy, to be occupied by a Family.

Section 1.13 “Street” shall mean all streets dedicated to Highland City.

Section 1.14 “Subdivision” shall mean the parcel of real property known as Willow Ridge Estates Subdivision as referred to previously in the recitals of this document.

ARTICLE II PURPOSE

Section 2.1 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 Lot than is necessary to insure the same advantages to other Owners.

ARTICLE III GENERAL RESTRICTIONS AND REQUIREMENTS

Section 3.1 Land Use and Building Type. Each Lot shall be used exclusively for the construction and occupancy of a Residence to be occupied by a Family, related Landscaping and other incidental and related Improvements. Except as may be specifically provided in Article III hereof, no building shall be erected, altered, placed or permitted to remain on any Lot other than: (a) one single Family dwelling with enclosed, attached garage for either two or three cars as specified in Section 3.3 of this Declaration, and ; (b) One other detached building which is architecturally compatible with the residence and has been approved by the Committee in writing. Any additional detached buildings must be approved in writing by the Committee, and will only be approved after the Owner has demonstrated the reasonable need for any additional buildings and that the Committee’s approval of any additional building will not create a problem for any other Owners in the Subdivision.

Section 3.2 Subdivision of Lot. No Lot may be divided, subdivided or separated into smaller parcels unless approved in writing by (a) the Committee, which approval shall be granted, if at all, in accordance with this Declaration, and ; (b) Highland City.

Section 3.3 Residence Size and Garage Specification. No structure shall be constructed upon any Lot unless and until the final plans and specifications for such structure have been submitted to and approved by the Committee. On Lots: (a) no single story Residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor areas, exclusive of basement, open porches and garages, is 1800 square feet or greater; (b) no multi-story Residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor, exclusive of basements, open porches and garages is 1300 square feet or greater. Garages for all Residences shall be enclosed, large enough for two cars, and situated in compliance with plat restrictions.

The Architectural Control Committee may approve: (a) a home of a smaller size; (b) other deviations from the design standards established in this Declaration only after considering all relevant factors and it is determined to be clearly unreasonable, under the given circumstances, to require compliance with the established design standards.

Section 3.4 Siding and Trim Characteristics. The materials that clad the exterior walls of the Residence shall be non-combustible, or fire-retardant natural materials that blend with and are compatible with the natural landscape. The textures and patterns of siding material can affect the perceived scale and mass of the Residence.

- (a) Materials: Major wall surfaces should express their mass by being finished in plaster, stucco, stone, or brick. Round or semi-round log siding is prohibited. Full-long structural sidewalls are not permitted. Neither plaster nor stone shall be used as an infill (ie. "Tudor" or "half-timbered"). Heavy materials should be used below light materials if more than one siding material is exposed on the same surface. No more than three permitted siding materials may be used on any one building façade, and no more than four on any one Residence. The following siding materials are the only siding materials permitted. The use of certain materials is limited to a percentage of the total siding materials on the Residence.

<u>Materials</u>	<u>Limitation of Use</u>
Manufactured sidings, boards, or Shingles of weather-resistant natural wood, tight-knot grade or better. Vinyl, aluminum, and grooved plywood are not permitted.	30%
Plaster, including stucco, Dri-vit and similar systems, which shall be seamless except for expansion joints.	80%
Brick, Stone Unfinished concrete or concrete block is not permitted.	No Limitations

- (b) **Colors and Finishes:** Stucco and similar permitted materials shall be blended or finished in warm, off-white, light gray or light tan colors, and applied in a manner that does not obscure the natural texture or "tooth" of the material. Stone shall be finished only with a clear water repellent to prevent infiltration or staining of the Residence by oxidation. Sharply contrasting trim colors are prohibited on any portion of the Residence. Trim shall be finished to match or mildly contrast with any adjacent wood siding materials, or any rock or stucco siding, provided that such colors are approved by the Committee, which shall have the exclusive right to accept or reject all proposed exterior color schemes.

Given the desired blend of compatible exterior materials and colors, monochromatic exterior schemes are prohibited. The use of sharply contrasting colors, or light colors against dark colors, is also prohibited.

Section 3.5 Foundation. No foundations may be exposed more than 20 inches above the finished grad. Foundations that extend above that height must be covered with an approved siding material.

Section 3.6 Parking Areas. Each Residence shall include a garage for at least two vehicles. Residences may garage more than two vehicles, provided that no more than three garage doors be ganged together when in the Public View. Residence must also provide driveway parking for two vehicles. No on-street parking is permitted. Parking areas may not be used for the storage or parking of boats, campers, motor homes or any other recreational vehicles. All such items must be removed from the Public View in accordance with the provisions of Section 3.14 of this document.

Section 3.7 Driveways, Walkways and Other Paving. Whenever possible, the construction of driveways and walks shall conform to natural grade. Necessary cuts and fills shall conform to good design practices and blend with or match natural grades in a rounded and gentle manner, with no side slopes steeper than one foot of vertical rise in two feet of horizontal run. All paved surfaces shall have an appearance and scale consistent with the community.

Section 3.8 Roof Characteristics. The following roof characteristic restrictions shall apply:

- (a) **Roof Types:** Double-pitched roofs, hip roofs, and partial hip roofs are permitted. Shed roofs are only permitted if they are smaller, secondary roof forms attached and terminating with their ridge or highest point in continuous contact with a major building form. Mansard roofs, A-frames, gambrel roofs, domes and curvilinear roof elements are prohibited. Flat roofs are permissible only when not visible from the Public View, and are limited to a maximum size of 5% of the Residence's Floor Area.

- (b) Roof Pitch and Roof Planes: Roof pitches shall be no less than 5 in 12 pitch.
- (c) Roof Novelties: No turrets, towers or other thematic decorative elements are permitted, other than as specifically approved by the Committee, and no complex, multi-faceted roof planes twisting to conform to irregular building shapes are permitted, unless specifically approved by the Committee as part of the overall design of the Residence.
- (d) Roof Materials: Roof materials should be selected to minimize their off-site visual impacts and to not contrast with surrounding natural landscape. The only permitted roofing materials are those listed as follows:
 - Metals of copper, zinc, or terné or steel.
 - Fire retardant wood shingles or medium shakes with no more than ten (10) inches to the weather
 - Architectural asphalt shingles.
 - Cement base tile or slate
 - Membrane or composition roofing on a permitted flat roof
- (e) Roof Colors: All roofing colors shall be specifically approved
- (f) Fascia and Roof Trim: Fascia and roof trim shall be sized proportionate to the roof and building mass. Stucco is not permitted as a fascia or roof trim material. No vinyl soffits are permitted. Select aluminum products will be permitted as a soffit material only with specific Committee approval.

Section 3.9 Building Location. Each owner will be responsible for developing a design of their proposed Residence which will present to the street fronting their Lot an elevation designed in such a way that it will be commonly perceived as the “front elevation” of the Residence, and which in the sole opinion of the Committee is complementary with the other homes in the Subdivision. The site plan showing the proposed location of all Improvements to be constructed upon a Lot shall be submitted to and approved by the Committee prior to the commencement of any construction.

Section 3.10 Construction and Landscaping Time Restrictions. It is understood that the Lot owner shall not be required to build any Improvements on their Lot. However, Lot Owners will be obligated to maintain their Property in a reasonable state of appearance, which shall be deemed to include the elimination or control of weed growth on the Lot and any other factor which may be considered to be noxious or to create a nuisance.

The exterior constructions of all Residences or other structures shall be completed within a period of on (1) year following commencement of construction. The front and side yards of each Lot shall be landscaped with at least a sprinkling system and grass lawn, as appropriate, within a period of nine (9) months following completion of construction or occupancy of each Residence, whichever shall first occur. All front yard landscaping shall include all lot boundaries fronting on any dedicated roads. The completion of the front and side yard landscaping, which must include trees, shrubs, and garden areas, as appropriate, must be completed within a period of eighteen (18) months following completion of construction or occupancy of each Residence, whichever shall first occur. Each Lot Owner shall be responsible for landscaping their Lot in a manner that will complement the natural environment and landscaping of the other Residences in the Subdivision and not detract from the quality or appearance of the community. The Committee shall have the responsibility to review the landscaping of each Lot and advise any Owner of deficiencies which detract from the objectives and intentions of this Declaration, and to initiate actions to require further landscaping improvements to be made.

Buyer is required to provide one approved tree (see Highland City requirements) for each lot. The tree should be installed in the park strip when lot is occupied to assure tree is properly cared for.

The time periods set forth in this paragraph may be extended by that period of time during which access to the Lot is restricted by reason of weather, seasonal conditions and/or soil conditions which would prohibit such performance.

Section 3.11 Utility Lines. All utility lines shall be installed underground. Connection fees shall be paid by each individual Owner. In the event that the Declarant has paid for any utility connection fees associated with any Lot, the Owner will be obligated to reimburse the Declarant for fees paid.

Section 3.12 Governmental Regulations. Activities within the Subdivision must be in compliance with all applicable governmental rules, regulations and ordinances of Highland City, Utah County or other local or Federal Governmental Agencies. Specifically, Owners are required to comply with all regulations related to wetlands, or environmental hazards, and any others which may be in applicable. When a subject is covered both by this Declaration and a governmental rule, restriction or ordinance, the more restrictive requirements shall be met.

Section 3.13 Nuisances, Unreasonable Annoyance and Noxious Activities. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the Subdivision, or any Lot or Owner. Except for legitimate construction and maintenance purposes, no excessively loud noises shall be permitted in the Subdivision.

Section 3.14 Storage of Vehicles and Materials. No truck larger than one (1) ton, trailer, construction equipment, or recreational vehicle, including but not limited to

campers, boats, motor homes, off-road vehicles, motorcycles and similar equipment, or passenger trucks or cars not used on a regular basis and which are not reasonably operational and in a reasonable state of repair, (hereinafter collectively referred to as the ("Equipment or Vehicles")) shall be permitted to be parked overnight or for any period of time longer than seventy-two (72) hours, upon any portion of the Streets, or on any Lot, driveway or off-street parking area of a Lot in front of the front set-back line of the Residence. The Equipment or Vehicles including recreational vehicles shall be allowed to remain for longer periods on the Property only if housed in a garage, or other detached building, or parking area located behind the front set-back line of the Residence. Appropriate and reasonable screening for any such parking area behind the front set-back line of the Residence shall be required by the Committee at the Committee's sole discretion and at the sole expense of the Owner. Failure to comply with the provisions hereof shall constitute a nuisance. No storage of articles, materials, Equipment or Vehicles of any nature is permitted in the front portion of any Lot (in front of the front set-back line of the Residence), except that a reasonable number of regularly used passenger cars, in proper working order, may be parked on driveway or off-street parking areas.

Section 3.15 Rubbish and Unsightly Debris, Garbage, Etc. Notwithstanding any other provision in the Declaration, no Owner shall allow his or her Lot to become so physically encumbered with rubbish, unsightly debris, garbage, equipment, weed growth, or other things or materials so as to constitute an eyesore as reasonably determined by the Association. Within ten (10) days of receipt of written notification by the Association of such failure, the Owner shall be responsible to make the appropriate corrections.

Section 3.16 Temporary Structures, Etc. No structure of a temporary character, or trailer, camper, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a Residence either temporarily or permanently, unless first expressly approved in writing by the Committee.

Section 3.17 No Annoying Lights. All outdoor lighting devices shall be described on the construction plans, and are subject to approval by the Committee. The seasonal use of temporary lighting devices to illuminate trees, shrubs and holiday decorations is permitted. These restrictions shall not apply to street lighting maintained by the City.

Section 3.18 Non-Residential Uses Prohibited. No part of the Property shall be used for any commercial, manufacturing, mercantile, vending or other such non-residential purposes; provided however, that professional and administrative occupations may be carried on within the Residence so long as there exists no meaningful external evidence thereof. The Declarant, or its successors or assigns may use the Property for a model home site, display and sales office during the construction and sales period.

Section 3.19 Signs. All signs, posters, display or other advertising devices of any character shall be erected or maintained in compliance with City ordinances.

Section 3.20 Antennas. Satellite dishes and antennas or other electronic reception devices shall be located and screened so as to not be visible from the street. Exceptions must first be expressly approved in writing by the Committee.

Section 3.21 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except dogs, cats, or other household pets may be kept on the lots, provided they are not kept, bred, or maintained for any commercial purpose and shall not exceed two (2) in number. Notwithstanding the foregoing, no such dog or cat permitted upon the premises shall be kept on the property, which results in any annoyance or becomes obnoxious to residents in the vicinity. Except for lots 2, 3, 4, 7, 8, 9, 13, 14, 18, and 19 can have horses pursuant to the ordinances of Highland City. All animals must be contained in a containment area on the Owner's Property with the proper fencing and that such contained areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. No animals shall be maintained in areas closer than fifty (50) feet to any Residence built on an adjoining Lot.

Owners shall be responsible for all damages or loss incurred by other Lot Owners or their invitee caused by animals they own. Owners will be responsible for maintaining control over animals they own at all times if such animals are taken out of the containment area. The enclosure constituting the containment area must be maintained such that the animal cannot escape therefrom. In no case may any household pet or other animal kept at or around the Residence be allowed to create a nuisance for neighboring Lot Owners due to noise, or otherwise.

Section 3.22 Fences and Walls, Hedges and Screens. No fences, walls, or non-living screens shall be constructed on any Lot without prior written approval having been obtained from the Committee. No Hedges, shrubs or other living Landscaping or screen of any kind shall be erected so as to constitutes a hazard from vehicular traffic, pedestrians, children, etc., particularly near the entrances to a driveway(s) onto a lot.

In the event that the Declarant has paid for the installation of any fencing associated with any Lot, the Owner will be obligated to reimburse the Declarant for the cost of fencing which has been installed.

Section 3.23 Deviations. Deviations from the standards set forth in this Declaration will be allowed only upon written approval by the Committee for good cause shown.

Care should be given that each Residence complement those around it, and not detract in design, quality or appearance. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Subdivision shall be made by the Committee, in their sole discretion. The Committee shall have the right to make exception for materials and designs which are in keeping with the objectives and intentions of this Declaration, but are not specifically identified in Article III.

ARTICLE IV
LIABILITY, INSURANCE, INDEMNIFICATION

Section 4.1 Release of Liability; Insurance; Indemnification. Each Owner is hereby put on notice that American Fork Irrigation Company, owns and operates an open irrigation ditch which crosses the Subdivision. Owners and Lots in the Subdivision, for themselves and their successors, assigns, invitees, licensees, and all other parties under their influence or control, hereby completely and irrevocably release American Fork Irrigation Company, Highland City, Declarant, the Association, and their respective owners, members, officers, managers, directors, shareholders, employees, agents, etc., of and from any and all liability in connection with any injury or death to any person(s), or any flooding or other damages to real property, arising from, attributable to, or in any way associated with the Ditch. Further, each Lot Owner irrevocably shall indemnify and hold harmless, American Fork Irrigation, Highland City, Declarant, the Association, and their respective owners, members, officers, managers, directors, shareholders, employees, agents, etc., of and from any and all damages, claims, actions, or proceedings, (in law or equity), of whatsoever kind or nature (including attorney's fees) arising from, attributable to, or in any way associated with the Ditch. The foregoing release and indemnification shall be irrevocable, shall constitute a covenant running with each of the Lots, and shall survive any termination (for any reason whatsoever) of this Declaration.

In addition to the release and indemnification obligations incumbent on each and every Lot Owner pursuant hereto, promptly upon Declarant's conveyance to him of fee title, each and every Owner of the Subdivision Lots agrees to execute, deliver and cause to be recorded, a written agreement in such form as Declarant may specify to accomplish the following purposes:

(a) **Release.** The owners of all Lots in the Subdivision, for themselves and all other residents of their respective Lots, shall confirm that each such Owner completely and irrevocably releases and agrees to indemnify and hold harmless American Fork Irrigation Company, Highland City and the Declarant, and their respective owners, members, officers, managers, directors, shareholders, employees, agents, etc., of an from any and all liability in connection with any injury or death to any person(s), or any damage to property, arising from, attributable to, or in any way associated with the Ditch.

(b) **Insurance.** The Owners shall irrevocably covenant and agree to purchase and maintain in continuous, uninterrupted effect a liability insurance policy.

(c) **Indemnification.** The Owners of Lots shall irrevocably agree to indemnify and hold harmless American Fork Irrigation Company, Highland City, Declarant the Association, and their respective owners, members, officers, managers, directors, shareholders, employees, agents, etc., of and from any and all damages, claims, actions or proceedings (in law or equity), of whatsoever kind or nature (including attorney's fees) arising from, attributable to, or in any way associated with any uncovered waterway and any other aspect within the Subdivision.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

Section 5.1 Committee Appointment and Composition. The Committee shall originally consist of three seats. For convenience and to facilitate scheduling, two appointed individuals may alternate for one seat. The initial Committee will be appointed by the Declarant. The Committee shall act by a majority consent of the members of the Committee. The original members of the Committee shall consist of agents from Legend Real Estate and a contractor from Metler Homes. Notwithstanding anything to the contrary which may appear elsewhere herein, the number of Committee members shall be determined by the Declarant. The Committee members shall be appointed only by the Declarant or its successor, which, at its option, may temporarily delegate or forever assign such powers and responsibilities or other powers and responsibilities given to it by the Declaration, to an assignee. Such assignment shall be in writing and until such assignment, the assignee shall not possess any powers or responsibilities with respect to such Committee. No member of the Committee shall be liable to any person for decisions made or failure to act in making decisions as a member of said Committee.

Section 5.2 Scope of Committee Responsibility. Any plans and specifications for the construction or addition of an Improvement upon a Lot within the Subdivision by the Owner thereof must be submitted to the Committee for approval at least thirty (30) days prior to commencing construction. No improvements shall be commenced, erected, placed or meaningfully altered on any Lot until the plans, specifications and plot plans showing (a) the location on the Lot and nature of such proposed Improvement; (b) all drives, walkways, patios, barbecues, outbuildings, swimming pools, tennis or other sport courts and similar Improvements, the dimensions of all such Improvements and distances between the proposed Improvement and the Lot boundaries and other Improvements on the Lot; (c) elevation of sewer as it relates to Residence elevation; (d) finish grading plans; (e) complete set of architectural documents; and (f) complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color and types of all exterior building materials, have been submitted to and specifically approved in writing by the Committee. In making its determination, the Committee will use the specific standards stated herein as guidelines, but final approval of the plan or any design element thereof, shall be at the sole discretion of the Committee. They may consider such factors as (but not limited to) the quality of workmanship and materials, design, harmony of external design with existing project structures in the Subdivision, location with respect to topography and finish grad elevation, preservation and enhancement of the natural beauty of the area, and safety. Any subsequent changes, Improvements, or alterations in such plans must be submitted to the Committee for written approval. Some or all of the requirements of this Section may be waived by the Committee, in the Committee's sole discretion, upon request of the owner, with respect of the Committee's consideration of

the approval of a particular Improvement. The Committee expressly reserves the right to wholly reject plans which in its sole and exclusive judgment are determined to be inconsistent with the stated intent or explicit requirements of the architectural design standards as stated in Article 3 of the Declaration. Approval of the Committee shall be sought in the following manner:

- (a) Plans Submitted: Complete plans for the construction of any new Residence must be submitted to the Committee for review and approval. Preliminary plans may be submitted before the expense of final construction drawings is incurred. Plan must be sufficient to show the location on the Lot of the Residence and all other structures to be built with elevations of all buildings, illustrating the nature and location of windows, doors, roof pitches, decks and other exterior elements together with their materials and colors. A complete site plan or landscape plan must also be submitted showing the location of all grading, including existing and proposed contours, driveways, walkways, patios, decks and other hard surfaced or irrigated areas, proposed plantings, and the means of restoring all disturbed areas. In the case of an addition or modification to an existing Residence, the Committee may waive any of the foregoing requirements.
- (b) Plan Review: Within fifteen (15) days from receipt of a complete submittal, the Committee will review the plans and make the determination as to whether the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. Any construction that is not in strict compliance with the approved plans is prohibited.
- (c) Plan Review Fee: The construction plan submittal shall be accompanied by a Plan Review Fee of \$200.00 for each new Residence. In the case of multiple re-submissions for review of a single Residence, additional fees may be required.
- (d) Written Record: The Committee shall maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for the period of time it deems to be reasonable.
- (e) Failure to Act: If the Committee has not approved or rejected any submittal within forty-five (45) days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

Section 5.3 Variances. Variances to the architectural design standards

contained in this Declaration may only be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the unanimous consent of the Committee.

If, after such plans and specifications have been approved, the Improvements are altered, erected, or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any Improvement, said Improvement shall, in favor of purchaser and encumbrances in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such non-compliance or non-completion, executed by two or more member(s) of the Committee shall appear of record in the office of the County Recorder, or legal proceeding shall have been instituted to enforce compliance with these provisions. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any Lot and/or Residence shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other Lots or Residences. Upon approval of the Committee acting in accordance with the provision of this Declaration, it shall be conclusively, presumed that the location and size of any improvement does not violate the provisions of this Declaration. Until later published, the address of the Committee may be obtained by contacting Tim Metler, 973 South Orem Blvd., Orem, UT 84058, Telephone (801) 434-8840.

Section 5.4 Termination of Committee. Upon the first to occur of either (a) the completion of the construction of a Residence and the Landscaping upon each Lot, or (b) the date which shall be three (3) years from the date hereof, the Committee shall automatically cease to exist. Any and all rights, duties and/or responsibilities of the Committee shall at that time automatically become the rights, duties and/or responsibilities of the Association without the necessity of the filing of any amendment to this Declaration or any other action, unless otherwise extended by Declarant.

ARTICLE VI EASEMENTS, MONUMENTS & GRANDING

Section 6.1 Utility Easements. Easements for installations and maintenance of drainage facilities and public utilities are generally reserved over ten (10) feet of the front, rear, and one side of each Lot, and as otherwise identified on the Maps of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. However, the Committee may approve a structure within the easements such as a fence, wall, landscaping, driveway or off street parking area. It is expressly understood, however, that any such Improvement shall be constructed at the Owner's or the easement holder's sole risk, as the case may be, and as provided in the

easement document(s), of having the Improvement partially or wholly removed, dismantled, taken out, or destroyed where necessary because of drainage or public utility servicing, installation, alteration or maintenance. The easement areas within each Lot and all Improvements in such areas shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible to maintain.

Section 6.2 Subdivision Entry Monuments. As part of the construction of Willow Ridge Estates Subdivision, the Declarant may elect to erect subdivision entry monuments. Any such entry monuments shall be erected for the benefit of all the Lot Owners in all the Subdivision.

Section 6.3 Grading Approval. All persons erecting or constructing Improvements on any Lot shall comply with the Highland City Ordinances as may require, among other things, that grading and vegetation plans be approved by the Highland City Engineer before building permits are issued.

ARTICLE VII VIOLATIONS AND POWERS OF ENFORCEMENT

Section 7.1 The Association's Powers of Enforcement. Enforcement shall be accomplished by any lawful means, including proceeding at law or in equity against any person or 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 the Declaration, the party found to have violated any provision(s) 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. Notwithstanding the foregoing, no liability of any nature at all shall attach to the Association, or any member thereof, in acting in good faith pursuant to the provisions of this Declaration. If after fourteen (14) day's written notice, and Owner fails to remedy a violation (the "Defaulting Lot Owner"), another Owner and/or the Association may (in addition to other lawful remedies available to it) cause such violation or condition to be remedied and the cost thereof shall be charged to the Defaulting Lot Owner in which event such costs shall be deemed a special assessment to such Defaulting Lot Owner and shall attach as a lien to the Defaulting Lot Owner's Lot, and shall be subject to levy, enforcement and collection by the other Owner, and/or the Associations, in accordance with the assessment lien procedure provided for in this Declaration in this Article VI. Failure to comply with any of the provisions of this Declaration or regulations adopted pursuant thereto shall be ground for relief which may include, without limiting the same, and action to recover sums due for damages, injunctive relief, foreclosure or lien, or any combination thereof, which relief may be sought and liberally construed to effectuate its purpose. Any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

Section 7.2 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. 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 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 for 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 under deed of trust or mortgages or in any manner permitted by Utah law. In any such 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 cost, and such costs and expenses shall be secured by the lien herein provided whether or not same shall be specifically set forth therein.

Section 7.3 Enforcement by Others. Additionally and after reasonable notice in writing, an Owner not at the time in default hereunder, the Association, or the Declarant, 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. Each remedy provided in this Declaration shall be cumulative and not exclusive or exhaustive. Suit to recover a money judgment may be maintained without foreclosure or waiving the lien securing the same.

Section 7.4 Rights of Entry. The Association shall have a limited right of entry in and upon all Lots and the exterior of all Residences for the purpose of taking whatever corrective action it deems necessary or proper. Nothing in this Section or Article shall in any manner limit the right of the Owner to exclusive control over the interior of his or her Residence.

Section 7.5 Committee Authority. The Committee shall have the right to enforce any applicable provision hereof in the same manner provided to the Association.

ARTICLE VIII DURATION AND AMENDMENT

Section 8.1 Duration. This Declaration shall continue in full force and effect for a period of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Recorder of Utah County, meeting the requirements of an amendment to this Declaration as set forth in Section 8.2 of this Article. There shall be no severance by sale, conveyance, encumbrance or hypothecation

of an interest in any Lot from membership in the Association as long as this Declaration shall continue in full force and effect.

Section 8.2 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association either in writing or at a duly called meeting for such purpose.

No amendment to this Declaration shall be effective unless approved in writing by the Owners or not less than two thirds (2/3) of the Lots in the Subdivision at the time of such amendment, including Lots which may be owned by the Declarant.

Notwithstanding the foregoing, however, Declarant may at any time amend this Declaration to qualify the Subdivision with lending institutions, and until the close of the escrow established for the sale by Declarant of its last Lot in the Subdivision, Declarant shall have the sole right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification. The "close of escrow" shall be deemed to be the date upon which a deed conveying the Lot is recorded.

ARTICLE IX MISCELLANEOUS

Section 9.1 Severability. Invalidation of any one of these covenants, or any portion thereof by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 9.2 Singular Includes Plural. Whenever the context of the Declaration requires the same, the singular shall include the plural, and the masculine shall include the feminine.

Section 9.3 Covenants, Etc. Shall Run With the Land. All of the limitations, restriction, easements, conditions and covenants herein shall run with the land and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner and are imposed upon the Property as a servitude in favor of each parcel thereof as the dominant tenement or tenements.

Section 9.4 Limitation on Liability. Neither the Declarant, its assignee, delegatee, the Committee of the Association shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

Section 9.5 Wildlife Area. The Property encompasses wildlife areas. Owners should expect that wildlife will be in the area and possible on their own Lot.

Section 9.6 Paragraph Headings. The headings which precede the paragraphs and sub-paragraphs of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed.

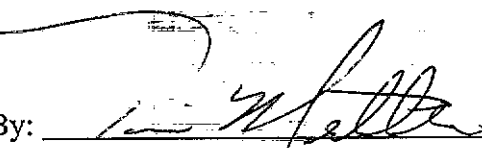
Section 9.7 Foreclosure. Should any Mortgage be foreclosed on the Property, the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the Owner or Owners of such Property, shall be subject to and bound by all the restrictions enumerated herein.

Section 9.8 Effective Date. This Declaration and any amendment(s) or supplement(s) thereto shall take effect upon its (their) being filed for record in the Office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first hereinabove written.

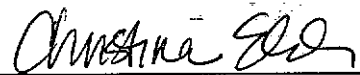
This Declaration dated and executed this 12th day of June, 2002.

WILLOW RIDGE ESTATES LLC. a Utah Corporation

By: 
TIM METLER
Manager

State of Utah
County of Utah

On this 12th day of June, 2002, before me a Notary Public for the State of Utah, on behalf of personally appeared who executed the within instrument and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.


Notary Public for the State of Utah
Residing at : PROVO
My Commission expires: 1-8-04

