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DECLARATION

This DECLARATION is made this 26th day of May 1998, by Jay W. Sample and Robert A. Meyer (Owner's) WHEREAS:

- A. Jay W. Sample and Robert A. Meyer are the owner's of certain real property which is known or will be known as "Willow Stream Subdivision" ("The Property") which is more fully described on Exhibit "A" hereunto attached and by this reference made a part hereof, and
- B. At such time as Jay W. Sample and Robert A. Meyer record an appropriate subdivision plat for each subdivision, this Declaration shall be recorded and re-recorded therewith and upon such recordation shall be deemed to cover and include each such subdivision; and
- C. Jay W. Sample and Robert A. Meyer declare that each subdivision, and each lot located therein, is held and shall be held, conveyed, encumbered, leased, rented, used, occupies and improves subject to the limitations, restrictions and covenants hereinafter set forth (collectively the "Covenants"), all of which are declared and agreed to be in furtherance of each subdivision, improvements, sale and occupancy of each lot for the purpose of enhancing and protecting the value, desirability and attractiveness of each subdivision and every party thereof; and
- D. The acceptance of any deed or conveyance thereof by each grantee therein and their heirs, executors, administrators, successors and assigns shall constitute their covenant and agreement with Jay W. Sample and Robert A. Meyer and with each other to accept and hold each lot described or conveyed in or by such deed, subject to the covenants.

NOW THEREFORE, Jay W. Sample and Robert A. Meyer declare the covenants to be as follows:

- 1. Land Use and Building Type. Lots shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lots (other than one detached single-family dwelling not to exceed two-and-one-half-stories in height and have not less than a two-car garage. All Construction is to be of new materials. Used brick may be used with prior written approval of the Architectural Control Committee as hereinafter defied.
- 2. Residence Size. The floor space of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,800 square feet for a one-story dwelling no less than 2,400 square feet for a dwelling of two stories above ground. Split entries, bi-level splits, tri-level and one-story-and-a-half-homes, etc. shall all be reviewed and defined as square footage requirements applicable to them by the Architectural Control Committee

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3. Easements. Easements for installation and maintenance of utilities, and drainage facilities, and Richard's Irrigation are reserved as shown on the recorded subdivision plat for each subdivision. Any structure i.e. fence, concrete, storage shed, garage, ect, placed on or near an easement, by the owner or contractor, is the owner's sole responsibility, to remove and replace at the owner's expense, in the event utility, drainage, or Richard's Irrigation must enter the property for maintenance or repairs. Property owners must provide year round access to all easements recorded on the subdivision plat. Property owners must fully cooperate with all companies and parties associated with said easements. Failure to fully cooperate with utility, drainage, and Richard's Irrigation which may result in legal fees, such fees will be the responsibility of the property owner.
4. Temporary Structures. No structure of a temporary character (trailer, basement, tent, shack, garage, barn or other out-building) shall be used on any lot at any item as a residence.
5. Landscaping. Front landscaping on each lot shall be completed within ninety (90) days following the time that the residence located thereon has been occupied. Front and back landscaping shall be completed within 365 days after the residence has been occupied this duty to landscape shall not be applicable during winter months (December 1 through March 31).
6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping or storage place for rubbish. Trash, garbage or other waste shall be stored only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. Parking. No vehicles (excluding automobiles and pickups) equipment or units of any kind, including but not limited to trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, motor homes, motorcycles, motorbikes, all terrain vehicles or other similar units and any part thereof (collectively the "units") shall be parked and/or stored on any public street within a subdivision on a permanent or regular basis, nor shall they be parked and/or stored in any driveway or side yard on a permanent or regular basis. Back or side yards may be used for storage of the units only when garages, sheds, and/or concrete parking pads have been provided for such storage; in no event, however, shall such units be parked and/or stored in any area which is located between a line perpendicular to the front of the structure and the facing street.
8. Motorcycles and Motorbikes. Motorcycles, motorbikes, all terrain units and other similar units shall not be used or ridden within a subdivision for recreational or sport purposes, except that the same may be used to transport persons to or from any residence located within the subdivision. The purpose of this paragraph is to eliminate so-called "joy-riding" within a subdivision, to eliminate undue noise and fumes and to promote safety therein.

9. Storage Area. A storage area with appropriate user fees may be established by Jay W. Sample and Robert A. Meyer within a subdivision for storage of the units owned by lot owners. When and if such a storage area is developed by Jay W. Sample and Robert A. Meyer, title to this area and other common facilities shall be conveyed by Jay W. Sample and Robert A. Meyer to a homeowners association at a date which Jay W. Sample and Robert A. Meyer shall determine at its sole discretion.
10. Lights, Poles and Exterior Fixtures. No yard lights, mailboxes, window shades, awnings, planters, window guards, light fixtures, fans or other similar items shall be installed outside the interior of any building within a subdivision without the prior written consent of the Architectural Committee. Jay W. Sample and Robert A. Meyer reserve the right to install subdivision lighting as it deems appropriate. No other lighting devices shall be installed or maintained within a subdivision which causes an intensity or glare offensive to or interfering with any others or residents of a lot within a subdivision. Exterior roof-mounted air conditioners and antennas shall be installed only on the rear side of a roof and shall not be visible from the front side of a home. Air conditioners shall be installed only on the rear side of a home. Satellite dishes shall be installed only in rear yards and shall not exceed six (6) feet in height.
11. Maintenance of Lots. All lots (improved or unimproved) shall be kept free of rubbish, weeds, etc. and must be maintained in such a manner as to not detract from the residential quality of a subdivision. Sidewalks, curbs and gutters must be kept clean, unobstructed and in good repair.
12. Business or Commercial Activities. No commercial or business activities of any nature shall be engaged in or conducted within a subdivision.
13. Animals. Livestock, and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within a subdivision, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and provided they do not become an annoyance or nuisance for any reason, to any owner or resident within a subdivision.
14. Architectural Control and Interpretation of Covenants. No building or structure shall be constructed, erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality workmanship, materials, size, harmony of external design with existing and proposed structured and as to location with respect to topography and finish grade elevation. No fence, wall or hedge shall extend at any point beyond the front yard set back requirements of Salt Lake County. Materials used in the construction of any such fence or wall must have the prior approval of the Architectural Committee. Interpretation of these covenants shall be governed by the Architectural Control Committee.

15. Architectural Control Committee. The Architectural Control Committee ("ACC") is initially composed of Jay W. Sample, Robert A. Meyer and Mike Marcbanks. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the remaining members shall have full majority to designate a successor. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as all phases of each subdivision within the property have been completed by Jay W. Sample and Robert A. Meyer, or at the sole determination of Jay W. Sample and Robert A. Meyer, whichever event occurs first, the then record owners of a majority of the lots shall elect the membership of the ACC.
16. Architectural Control Committee Procedures. The approval or disapproval of the ACC, as required herein, shall be in writing. In the event the ACC or its designated representative fails to take written action or disapprove within thirty (30) days after plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved.
17. Common Areas, Facilities, and Storage Areas. Common areas, facilities and storage areas within a subdivision may, at the option of Jay W. Sample and Robert A. Meyer, be designated from time-to-time.
18. Homeowners Association. At a time designated in writing by Jay W. Sample and Robert A. Meyer, owners of lots within the property shall compromise an association for the ownership, administration and management of the common areas and facilities and storage areas, when and if designated by Jay W. Sample and Robert A. Meyer. All common expenses shall be shared and allocated equally over the lots within the property with each lot considered to hold one share of the total lots representing one hundred percent (100%) of such shares.
19. By-Laws of the Homeowners Association. The procedure for administration and management of common areas and facilities and storage areas within The Property, when and if designated by Jay W. Sample and Robert A. Meyer within The Property, shall be governed by the following By-Laws which may be amended from time-to-time by a majority vote of the lot owners:
- a. Voting on Meeting of Lot Owners. At any meeting or election of lot owners, each owner shall be entitled to one vote per lot. In the event of multiple ownership, of a given lot, each owner shall cumulatively only have one vote.
- b. Annual Meeting of Homeowners Association. The owners of lots within The Property shall hold an annual meeting on the first Tuesday in June or at such other time as may be designated by the management committee, designated hereinbelow and delivered to the lot owners not less than ten (10)

days prior to the date fixed for such meeting. At the annual meeting, elections shall be held to elect members of the management committee. A financial report may be given conducted as may be given and such other business conducted as may be properly presented at the meeting. A special meeting of the lot owners may be called at any time by written notice, signed by the majority of the management committee or by the lot owners having one-third (1/3) of the total votes, delivered not less than ten (10) days prior to the date fixed for such meeting. Such meeting shall be held within The Property and the notice therefor shall state the date, time, place and matters to be considered. Notice may be delivered personally or by certified mail, return receipt requested.

- c. The Management Committee. The management committee shall initially consist of three (3) persons approved by Jay W. Sample and Robert A. Meyer, which committee shall serve until all phases of each subdivision with The Property have been completed by Jay W. Sample and Robert A. Meyer or at the sole determination of Jay W. Sample and Robert A. Meyer, whichever event occurs first, at which time Jay W. Sample and Robert A. Meyer shall appoint three (3) residents of The Subdivision to replace the initial committee, which persons shall serve until the first annual meeting of the lot owners at which time an election shall be held as provided herein. The management committee shall have all the powers, duties and responsibilities which are provided by law and by these covenants and any amendments subsequently filed hereto. The management committee shall be responsible to control the operation and management of the common areas and facilities, if any are designated by Jay W. Sample and Robert A. Meyer. In the case of a vacancy on the management committee occasioned by death, resignation, removal or inability to act for a period in excess of ninety (90) days, the remaining members of the management committee shall elect a successor to hold office until the next regular meeting of the lot owners. The management committee may elect such officers as it shall deem appropriate and shall hold regular meeting within The Property at times and places which the management committee shall determine. The quorum for the transaction of business shall consist of the majority of the management committee. The management committee shall have authority to provide additional facilities and improvements within the common areas and storage areas. Facilities or improvements in excess of One Thousand Dollars (\$1,000) per year shall require the approval and consent of two-thirds (2/3) of the lot owners. The management committee shall have the power to adopt and establish management and operation rules for the common areas and facilities and storage areas, if any, and may, from time-to-time, alter, amend or repeal such rules, it being understood and agree that such rules shall apply to and be binding upon all of the lot owners and/or occupants of all homes within The Property. The management committee shall determine all uses of the common areas and facilities

and the storage areas, if any, and may obtain insurance insuring the management committee, the lot owners or other appropriate persons against liability to the public or to the owners of lots, their invitees or tenants incident to ownership or use of the common areas and facilities and storage areas, together with such other insurance as may be deemed necessary by the management committee, to cover other risks of similar nature which are customarily covered for common areas and facilities and storage areas.

- d. Each lot owner shall pay to the management committee his or their portion of all costs and expenses required and deemed necessary, if any, by the management committee in connection with the common areas and facilities and the management, maintenance and operation of the same. Costs and expenses may include taxes, special assessments, fire, casualty and public liability insurance premiums, common lighting and electrical charges, landscaping and care of the grounds, repairs, renovations of common areas and facilities, maintenance and repairs, snow removal, wages, water and related charges, legal and accounting fees, costs of operation of all equipment and costs of electricity and other expenses and liabilities incurred by the management committee under or by reason of their duties under these covenants as well as the payment of any deficits remaining from any previous period and the creation of a reasonable contingency or reserve fund as well as all other costs or expenses of any nature relating to the common area and facilities. Such payments shall be made upon such terms and at such time and in the manner provided by the management committee without deduction of any offsets or claims which the lot owner may have against the management committee and, if any lot owner shall fail to pay any assessment within one (1) month from the time that the same becomes due, such lot owner shall pay interest thereon of one percent (1%) per month from the date such installment shall become due to the payment thereof and all costs and expenses, including a reasonable attorney's fee incurred by the management committee in collecting such assessments, whether or not formal legal proceedings have been commenced. Notwithstanding anything to the contrary, all assessment practices shall comply with the revenue ruling and regulations of the Internal Revenue Service which have been or may be promulgated. Suits to recover a money judgment for the unpaid common expenses may be maintained without foreclosing or waiving the liens securing the same. The amount of assessment assessed to the lot owner of any lot, interest, costs and a reasonable attorney's fee shall become a lien upon such lot upon recordation of a Notice of Assessment with such lien having priority over all other liens and encumbrances recorded or unrecorded, except only (a) that and special assessment liens of the lot in favor of any assessment authority of special district and (b) encumbrances upon the owner's lot and such owner's interest as are recorded prior to the date of recording of such Notice of Assessment. The Notice of Assessment shall be made on a certificate executed and acknowledged by the majority

of the management committee stating the indebtedness secured by the lien and shall describe the lot upon which the same is held. Upon payment of a delinquent assessment upon which a Notice of Assessment has been recorded with the office of the Salt Lake County Recorder, the management committee shall cause to be recorded in the same manner as the Notice of Assessment a Certificate of Satisfaction and Release.

20. Term. These covenants are to run with each subdivision with The Property and shall be binding on all parties and all persons claiming by, through or under them for a period of thirty (30) years from the date these covenants are recorded. Therein after, these covenants shall be automatically extended for a successive period of ten (10) years each unless an instrument signed by a majority of the owners of the lots with The Property has been recorded agreeing to amend, modify, delete or repeal any part of all such covenants.
21. Enforcement. Jay W. Sample and Robert A. Meyer, owners of a majority of the lots within The Property, and/or Architectural Control Committee shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of these covenants and to enforce, restrain, enjoin and/or collect damages for such violation. Failure of the Architectural Control Committee, Jay W. Sample and Robert A. Meyer or any lot owner other legal representative, heirs, successors or assigns to enforce any of these covenants shall not be deemed to be a waiver. Any and all remedies specified herein shall be deemed cumulative and not exclusive.
22. Severability. Invalidation of any covenant set forth herein by court order shall not affect any of the remaining covenants which shall remain in full force and effect.

IN WHITNESS WHEREOF, Jay W. Sample and Robert A. Meyer has executed this Declaration as of the date first above set forth.

JAY W. SAMPLE AND ROBERT A. MEYER (OWNERS)

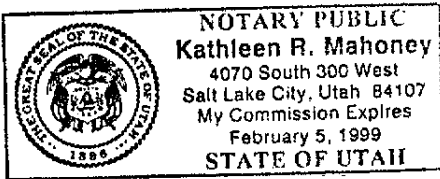
BY: Jay W. Sample
Jay W. Sample

BY: Robert A. Meyer
Robert A. Meyer

On the 26th day of May, 1998, A.D. personally appeared before me Jay W. Sample and Robert A. Meyer who, being by me duly sworn, did say that they are the owners, and that the foregoing declaration was signed on behalf of the owners.

Kathleen R. Mahoney
Notary

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EXHIBIT A

Order Number:

Beginning at a point on the West line of Willow Stream Estates No. 2 Subdivision, according to the official plat thereof on file in the office of the Salt Lake County Recorder, said point being North 89°41'22" West 1856.57 feet along Quarter section line and North 00°03'30" East 800.97 feet to and along said West line from the center of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 00°03'30" East 462.04 feet along said West line; thence North 00°22'30" East 564.62 feet along said West line to the centerline of Little Cottonwood Creek; thence South 85°18'38" West 109.65 feet along said centerline; thence North 68°11'22" West 5.15 feet along said centerline; thence South 00°18'38" West 205.37 feet; thence North 68°51'41" West 299.76 feet to the East line of 2000 East Street (Highland Drive) and a point on the arc of a 835.93 foot radius non-tangent curve to the right; thence Southerly along said East line and the arc of said curve 13.84 feet (chord bears: South 01°30'10" West 13.84 feet); thence South 01°58'37" West 257.69 feet along said East line to a point of curvature of a 3869.00 foot radius curve to the right; thence Southerly along said East line and along the arc of said curve 68.03 feet (chord bears South 02°28'51" West 68.03 feet); thence South 02°59'04" West 551.21 feet along said East line; thence South 85°41'22" East 432.72 feet to the point of beginning.

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12/11/98 10:31 AM 26.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SUTHERLAND TITLE
REC BY: R JORDAN , DEPUTY - WI

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