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WHEN RECORDED MAIL TO:
The Boyer Company
Attn: Dick Moffat
127 South 500 East, Suite 100
Salt Lake City, Utah 84102

7422490
07/27/1999 01:50 PM 163.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
THE BOYER COMPANY
ATT: DICK MOFFAT
127 S 500 E STE.100
SLC UT 84102
BY: RDJ, DEPUTY - WI 7 P.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
COUNTRY CROSSING NO. 4 & 5 SUBDIVISIONS**

We the undersigned, owners in fee of the following described real property, to wit: Lots 401 through 472 inclusive and 501 through 571 inclusive, Country Crossing No. 4 & 5 Subdivisions, do hereby make the following declarations as to limitations, covenants, conditions, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all the land as provided by law and shall be binding upon all of the parties and all the persons and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of covenants, conditions and restrictions being designated for the purpose of keeping the said subdivision desirable, uniform and suitable in architectural and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property.

RESIDENTIAL AREA COVENANTS

1. Land use and building type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two (2) vehicles and not more than three (3) vehicles without the prior approval of the Architectural Control Committee (Committee). Ramblers shall have a minimum of 1,200 finished square feet above finished grade; Two Stories shall have a minimum of 1,650 finished square feet above finished grade; Tri-level plans shall have a minimum of 1,650 finished square feet above finished grade. Square footage of any style is excluding garages, porches, verandas, carports, patios, basements, porches, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Architectural Control Committee. Housing construction costs must be a minimum of \$90,000, excluding lot, loan costs, and closing. Exterior material shall consist of Brick, Rock, Stucco, or combination approved by the Architectural Control Committee. Aluminum soffit and

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facia is acceptable. No Aluminum exterior siding homes shall be permitted in this subdivision. No wood exterior siding shall be permitted in this subdivision with the exception of a masonite type material in combination with brick, rock and/or stucco if approved by the Committee. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No flat roofs shall be permitted in the subdivision.

2. Building Height. No Lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting the basement) or thirty-five (35) feet, whichever is lesser. Height shall be measured from finished grade of the most exposed elevation to top of roof at its highest point. If South Jordan City Ordinances are more restrictive, then they shall govern.

3. No tank for storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural Control Committee.

4. Building location. No building shall be located on any lot nearer to the front lot line, the rear lot line, the side lot line or nearer to the side street line than the minimum building set back lines as required by South Jordan City.

5. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

6. Easements. Easements for installation of and maintenance of utilities, drainage facilities and irrigation canal areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or irrigation canals or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Animals and Pets. Dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handler's control. When not on owner's premises, all dogs must be on a leash.

8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

9. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3' x 5' in size advertising specific unit for sale or house for rent or construction sign, may be

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displayed on the premises affected. The other exception will be signs that are necessary by the original owner/developer of the subdivision. All sign placement to be in accordance with local city sign ordinances then in effect.

10. No short wave radio antennas shall be permitted on any lot throughout the subdivision without prior approval of antenna and its location by the Committee.

11. Satellite dishes shall be permitted only in the back yards of lots, placed where they are out of the public view or obscured from view with a fence or wall.

12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot shall be kept free of trash, weeds, and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

13. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garages, barn or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

14. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot and must be approved as to its permissibility, design and location by the Committee.

15. Landscaping. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. This landscaping must be installed at time of occupancy.

Landscaping shall include at least one (1) tree and a combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

16. Fencing. No fence or other similar structure shall be permitted in the front yard of a dwelling; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six (6) feet.

On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and on-half feet.

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All fences require a building permit from South Jordan City and must be approved by the Committee.

17. **Parking and Storage.** No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or a front yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings, vehicles and/or hard surfaces such as asphalt, cement and paved surface from this time henceforth and forever. For additional information contact South Jordan City, Utah.

18. **Maintenance.** Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

19. **Water Discharge.** It shall be unlawful for any person owning, occupying or having control of any premises to suffer or permit irrigation, or water from the roof or eaves of any house, building or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street or adjoining lot. This is intended to require that the owner maintains water on his property.

20. **Subdivision of Lots.** No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot.

21. **Construction Time.** Having commenced construction upon any building lot, the owners, shall continue therewith and have the structure upon the property ready for occupancy as a residence within twelve (12) months from the date construction is commenced unless otherwise approved by the Committee or the developer.

22. **Drilling.** No one may dig a hole, drill a well, or otherwise penetrate the surface of the ground more than 20 feet from existing grade.

23. **Evaporation Ponds Disclaimer.** The Property is adjacent to evaporation ponds which were operated by a mining company. Because of concerns about the ponds, BG-South Jordan Associates, Ltd. ("BG") commenced a lawsuit against the mining company. In

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connection with this lawsuit, BG and the mining company arranged for professionals to assess the condition of the Property. While the groundwater beneath the Property is contaminated (as is the case in most of the southwest quadrant of the Salt Lake Valley), the professionals concluded that there is no contamination of the soils at the Property and that groundwater will not, at any time in the future, result in contamination of soils on the Property within 20 feet of the surface. These reports may be reviewed upon request.

Each buyer: acknowledges that it has been advised regarding the existence of the evaporation ponds; assumes all risks arising out of or related to the evaporation ponds; and waives all claim and actions against BG-South Jordan Associates, Ltd. and The Boyer Company, L.C., and their respective partners, members and managers arising in connection with the evaporation ponds.

NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

No construction of home or landscaping may commence without approval of the Architectural Control Committee of the working drawings.

WORKING DRAWINGS—To be filed for approval and accepted before construction is begun.

Shall include as minimum the following:

1. Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
2. Detailed floor plans showing dimensions and measurements.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

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Specifications shall give complete descriptions and color samples of materials to be used. Supplement those with a notation of the colors of all materials to be used on the exterior of the residence.

ARCHITECTURAL CONTROL COMMITTEE (COMMITTEE)

Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural Control Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy.

At such time that all lots owned by the initial Owner/Developer are sold and conveyed in any or all future phases of the development at the developer's sole discretion, the aforementioned Owner/Developer shall and his assigns shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a 2/3 majority vote of the then current property owners within the described property.

In the event of violation of any of these codes and covenants, the Architectural Control Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these codes and covenants. All costs including attorney's fees, of such enforcement shall be borne by property owners who are in violation of said codes and covenants.

Any defining or further explanation of any items within these covenants shall be done by the Committee upon written request.

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, B.G. South Jordan Associates, LTD. of Utah,
has executed the instrument this 27th day of July, 1997.

B.G. SOUTH JORDAN ASSOCIATES LTD., a
Utah Limited Partnership, by its General Partner,
The Boyer Company, L.C., a Utah Limited Liability
Company

By: [Signature]
Kem C. Gardner
President and Manager

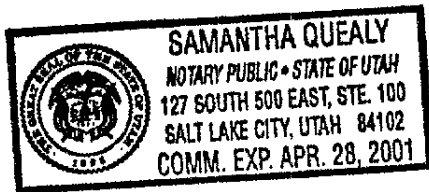
STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 27th day of July, 1997, personally appeared before me KEM C.
GARDNER duly acknowledged to me that he executed the foregoing Declaration of Covenants,
Conditions and Restrictions as the President and Manager of THE BOYER COMPANY, L.C., a
Utah limited liability company, as general partner of B.G. South Jordan Associates, LTD., a Utah
Limited Partnership.

My Commission Expires:

4/28/01

[Signature]
Notary Public
Residing at Salt Lake County



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