

When recorded return to:
Deer Mountain Properties
860 West Levoy Drive Suite 200
Taylorsville, Utah 84123

7574854
02/14/2000 02:56 PM 59.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
DEER MOUNTAIN PROPERTIES
860 W LEVOY DR STE 200
TAYLORSVILLE UT 84123
BY: ADB, DEPUTY - WI 5 P.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE DEER
MOUNTAIN ESTATES PHASE VIII SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 11th
day of February 2000 by Deer Mountain Properties, L.L.C., hereafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant subdivided certain property hereafter referred to as the "Phase VIII Lots" in Salt Lake County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT WHICH IS NO° 18'23"W, 1061.33 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89° 41'37", 1361.88 FEET; THENCE NO° 50'39"E THENCE S0°02'15"W, 330.78 FEET; THENCE S89°41'37"W, 683.30 FEET TO THE POINT OF BEGINNING.

CONTAINS: 19.3436 ACRES

42 - LOTS

All of the Lots in The Deer Mountain Estates Phase VIII Subdivision are in accordance with the official plat thereof filed with Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the common easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth, and

WHEREAS, Declarant intends the Lots which shall comprise intended plat VIII shall become subject to these covenants pursuant to the terms hereof.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to benefit of each owner thereof.

ARTICLE I
ARCHITECTURAL CONTROL

1.1. The Deer Mountain Estates Phase VIII Architectural Control Committee (here after "Committee") shall, initially, be composed of three officers or designees of the Declarant. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to select a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as at least two-thirds of the

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Lots are sold, the owners of each Lot shall thereupon be entitled to have one (1) vote per Lot to elect a new Committee.

1.2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the project, nor shall any exterior addition or change of alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and be approved in writing as to the harmony of external design and location in relation to the provisions herein and to surrounding structures and topography by the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing.

1.3. The owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to respond in writing within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have fully complied with.

1.4 The Committee may operate by incorporating as a non-profit corporation with the Committee being the executive officers of the corporation.

ARTICLE II RESIDENTIAL AREA COVENANTS

2. 1. SINGLE FAMILY HOMES. No residence shall be erected, alter, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and private garages for not more than four vehicles. All construction shall be comprised of new materials, except that used brick and rock may be used with prior written approval of the Deer Mountain Estates Architectural Control Committee.

2.2. DWELLING, QUALITY, SIZE. The ground floor level of any private dwelling shall be 1500 square feet, or more for a one story dwelling, exclusive of open porches and garages. For a two-story dwelling, the ground level floor area must be at least 1100 square feet and the total area of the home must be 2000 square feet. Tri-levels shall be figured as the main and upper floor constituting the main floor area square footage with minimum of 1700 square feet. Each dwelling must have an attached garage for a minimum of 2 cars. No move in, mobile, manufactured or modular buildings are allowed. Each dwelling must be covered with brick, stucco and brick, rock, a combination of the foregoing, or the equivalent as approved by the Committee. Shingles shall be 300 pound dimensional textured quality or better.

2.3. GOVERNMENT ORDINANCES. All Improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the governing authority including Riverton City, Salt Lake County, and the state of Utah.

2.4. EASEMENT. Easements for installation and maintenance of utilities, water systems, and drainage are reserved as shown on the recorded plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, operation, maintenance, drainage, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage in the easements.

2.5. NUISANCES. 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 annoyance or nuisance to the neighborhood. This would include parking of commercial vehicles on the road or in front of the home. No semi-tractor/trailer rigs, in whole or in part are allowed in the subdivision. No trailers, boats, or other vehicles are

to be parked on the street or in front of the home over night. No hazardous wastes will be allowed to be stored or dumped on any Lot.

2.6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

2.7. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, junk or other waste shall not be kept, except in sanitary containers. No abandoned or junk vehicles will be stored on any Lot.

2.8. LANDSCAPING. All front and side yards must be landscaped within one (1) year after dwelling is occupied. All park strips and Lots must be kept free of weeds, planted in grass, and shall be planted with one flowering pear tree, which is at least two inches in diameter, for every forty feet of frontage on any street. No elm trees may be planted on a Lot.

2.9. LIVESTOCK AND POULTRY. The only animals which may be raised, or kept on any Lot will be those permitted by law and by the Deer Mountain Estates Architectural Committee. However, horses, cows, mink, swine (pigs), pit bulls or other vicious dogs, or animals for breeding purposes, kennels or chicken coops will NOT be allowed under any circumstances. Dogs must be kept on a Lot and not allowed to run at large. Owners of Lots having animals must provide proper and adequate shelter for all animals contained on premises. Shelters must be constructed of masonry materials and completed in a timely manner. All construction and design must be approved by the Committee prior to construction. All animals must be kept in the back yard, not on the side or front of yards.

2.10. SIGNS. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales period.

2.11. OWNERSHIP. This section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the Lots. Property owners will be responsible for any and all of their Property. Lots cannot be divided into smaller Lots.

2.12. FENCES. Each Lot owner shall be required to install a privacy fence along the rear sideyards and along the back lot line. The costs of such fence along common lot lines shall be shared equally with the contiguous lot owner based on the cost of the fence along the common boundary line. Each Lot owner may also install a rail fence along the front yard Lot line matching other rail fences in the subdivision. Fencing shall be restricted to Poly-coated white rail fencing along the front and side yards. Back yard fencing shall be restricted to Poly-coated white rail fencing or white Poly-coated solid privacy fencing. Each Lot owner shall thereafter keep the fences in good repair and appearance. The cost of repair or replacement shall be shared by the contiguous Lot owners based on the amount of boundary line shared between them.

ARTICLE V ASSESSMENTS

3.1. PERSONAL OBLIGATION AND LIEN FOR ASSESSMENTS. Each Owner (including Declarant) shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Committee the assessments described herein together with the charges hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (i) a charge

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and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of each person who is an Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.

3.2. PURPOSE OF ASSESSMENTS. Assessments levied by the Committee shall be used exclusively for the purpose of operating and maintaining any common area or common irrigation system.

3.3. SPECIAL ASSESSMENTS. In the event that the owner or owners of a Lot shall fail to perform any covenant herein, the Committee shall have the right, after forty-five (45) written notice, to enter upon the Lot and perform the obligation for the owner or owners of the Lot. The Committee may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses of any construction, reconstruction, repair, or replacement of an improvement, personal property, or fixtures required for compliance with the Covenants. Any such special assessment must be assented to by a majority of the votes of Lot owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose based on one (1) vote per Lot. Written notice setting forth the purpose of the meeting shall be sent to all owners of Lots at least ten (10) but not more than fifty (50) days prior to the meeting date.

3.4. CERTIFICATE REGARDING PAYMENT. Upon the request of any Owner, prospective purchaser, or encumbrances of a Lot, the Committee shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons (other than the Owner of the Lot concerned) who in good faith and value rely thereon.

3.5. EFFECT OF NONPAYMENT - REMEDIES. Regardless of the terms of any agreement to the contrary, the liability of the Owners of a Lot for the payment of any assessment relating to such Lot shall be joint and several, and any remedy for the collection of such assessment may be enforced against any or all Owners of the Lot concerned; provided, however, that the personal obligation of an Owner to pay assessments shall not pass to his successors in title unless assumed by them. If any assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (or, in the event such rate at any time exceeds the maximum legal limit, interest shall accrue at such maximum legal rate) and the Committee may bring an action either against any or all Owners who are personally liable therefor or to foreclose the lien against the Lot; provided, however, that the Committee shall give the Owner(s) concerned twenty (20) days advance written notice of its intent to pursue one or more of its remedies hereunder. Any relief obtained by the Committee (whether or not through judicial action) shall include reasonable attorneys fees, court costs, and each and every other expense incurred by the Committee in enforcing its rights. After institution of a foreclosure action by the Committee against any Lot, the Committee shall, without regard to the value of such Lot or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by such Lot.

ARTICLE V GENERAL PROVISIONS

5.1. ENFORCEMENT. Any owner or the Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter. Lot owners found in violation will be liable for reasonable court costs and attorney fees.

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5.2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force effect.

5.3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years at the request of the owner or owners of at least two (2) Lots. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all owners based on one (1) vote per Lot, which vote shall be taken at a duly called meeting. Any approved amendment shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the day first above written.

DECLARANT:

Deer Mountain Properties, L.L.C.

By *James Lee Sorenson*
Manager

By *Ralph B. Johnson*
Manager

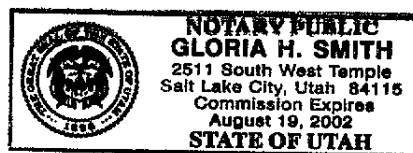
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

I, *Gloria H. Smith*, a Notary Public, hereby certify that on the *14th* day of *February*, 2000, *Ralph B. Johnson*, and *James Lee Sorenson* personally appeared before me who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as General Managers and that the statements contained therein are true.

DATED this *14th* day of *February*, 2000.

Gloria H. Smith
NOTARY PUBLIC

Residing at: Salt Lake City, Utah



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