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**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
CREEK VIEW MEADOWS PLAT 1 & PLAT 2**

This DECLARATION OF PROTECTIVE COVENANTS for CREEK VIEW MEADOWS NO. 1, (the "Declaration") is executed by CREEK VIEW MEADOWS LLC., a Utah Company of Salt Lake City (the "Developer"), with reference to the following:

**RECITALS**

- A. Developer is the owner of certain property located in Salt Lake County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property")
- B. Developer has subdivided the Property into 80 Lots.
- C. Developer has established this Declaration of Protective Covenants in order to enhance and protect the value and attractiveness of the Property.

**COVENANTS AND USE RESTRICTIONS**

NOW, THEREFORE, for the reasons recited above, the Developer hereby covenants, agrees and declares that the Property shall be subject to the following covenants, conditions and restrictions.

- 1. Definitions, The following definitions shall apply to this Declaration:
  - a. "Builder" shall mean an owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.
  - b. "Committee" shall mean and refer to the Architectural Review Committee.
  - c. "Dwelling" shall mean the detached single-family residence, place of habitation, abode or living unit constructed upon a Lot.
  - d. "End of Developer Control Period" shall mean the time when the Developer has sold all of the Lots and Dwellings in the Subdivision.
  - e. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Dwelling constructed thereon.
  - f. "Owner" or "Owners" shall mean the record owner or owners, whether on or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
  - g. "Property" shall mean the Subdivision.
  - h. "Subdivision" shall mean CREEK VIEW MEADOWS.
- 2. Use Restrictions and Nature of the Project. The Lots are subject to the following use restrictions which shall govern both the architecture of the Dwellings and the activities permitted therein.
  - a. Residential Purposes, No Lot shall be used except for single-family residential purposes.
  - b. Zoning, All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.
  - c. Landscaping, All landscaping, grading and drainage of the land in each Lot shall be completed so as to comply with and not impair all flood control requirements of the Subdivision and the other Lots.

The following landscape standards shall apply to all Single Family lots or development.

**Front Yard Landscaping** – The front yard area of each lot or parcel must be landscaped by the homebuilder or homeowner at or prior to occupancy. The homebuilder or homeowner shall be allowed to

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install front yard landscaping within 150 days after issuance of the 'Certificate of Occupancy' when closings occur during fall and/or winter months (defined as November 1 to February 28). The minimum requirements for front yard landscaping is as follows:

- A. 1 tree (1 ½ " caliper min.) Located between the walk and home
- B. 2 shrubs (5 gallon) per 600 s.f.
- C. 1 evergreen shrub (5 gallon) per 800 s.f.
- D. Minimum 2 Street Trees (2' caliper min.) or 1 Street Tree (2" caliper min.) per 30' of frontage (i.e. 75' frontage requires 3 trees), whichever is greater.
- E. Sod or hydro seeded grass.

Street trees shall be located within the park strip between the sidewalk and curb. Clear zones for visibility and safety must be considered when locating street trees on corner lots. All street tree species shall be in conformance with the list of trees shown below. Any tree that is placed in the park strip that is contrary to the list below may be removed at the lot owner's expense.

The balance of the front yard shall be landscaped with sod, ground cover or planting beds. Visual clearance for driveways and streets must be maintained.

**Rear Yard Landscaping** – The rear yard area of each lot or parcel must be landscaped by the homeowner within 180 days of issuance of the 'Certificate of Occupancy'. The minimum requirements for rear yard landscaping is as follows:

- A. 2 Trees (1 ½ " cal. Min.)
- B. Sod or hydro seeded grass.

The balance of the rear yard shall be landscaped with sod, ground cover or planting beds, or vegetable garden.

**Side Yard Landscaping** – The side yard area of each lot or parcel must be landscaped by the homeowner within 180 days of issuance of the 'Certificate of Occupancy'. The minimum requirements for side yard landscaping shall be the installation of sod or hydro seed, ground cover or planting beds. Gravel, dirt, woodchips or concrete are not considered landscaping and are not allowed. On corner lots, the side yard facing the street shall be treated as a front yard and landscaped accordingly by the homeowner.

All lots are required to install automatic irrigation systems within 180 days of certificate of occupancy of the residence. Owners are encouraged to install irrigation systems prior to the installation of any landscaping. Irrigation Systems must provide coverage within the front or side yard park strips. The use of water conserving drip irrigation system is encouraged.

The planting of the front or side yard park strip is required to be completed by the homeowner within 150 days of issuance of the 'Certificate of Occupancy' for each residence. Planting shall consist of sod and flowerbeds as desired by the homeowner. Gravel, dirt, woodchips or concrete are not considered landscaping and are not allowed. Trees shall be placed within the park strips and must be selected from the approved street tree list. The lot owner is responsible to maintain the park strip area in a healthy and weed free condition. Any lot that shares a boundary with an access easement (except for public trail or landscape easements) to a common area or facility must also landscape and maintain the easement.

Each owner, at the Owner's sole cost shall be responsible for the maintenance and repair of all landscaping on the Owner's lot or parcel. This included the area between the street curb and "park strip" behind the curb. All landscaping shall be maintained in good condition, including but not limited to irrigation, mowing, fertilization, pruning, pest and disease control, and trash removal. Dead damaged or dying plant materials and damage or deterioration structural elements shall be removed or replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent.

Each owner shall be responsible to control weed growth on their lot or parcel. Weeds may not be permitted to exceed 12" in height with the exception of common area parcels that are planted in native

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vegetation. Any vegetative growth that is deemed to be a fire hazard by the municipal authorities shall be removed within 5 business days at the owners expense. This requirement shall apply to both developed and undeveloped properties.

**RECOMMENDED STREET TREES**

**COLLECTOR STREET TREES**

**SPACING – MINIMUM – 45’ O.C. / MAXIMUM – 65’ O.C.**

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ACER P. ‘EMERALD QUEEN’	NORWAY MAPLE
ACER PSEUDOPLATANUS	SYCAMORE MAPLE
AESCULUS x C. ‘FT. McNAIR’	HORSE CHESTNUT
CELTIS OCCIDENTALIS	HACKBERRY
FAGUS SYLVATICA	EUROPEAN BEECH
FRAXINUS P.L. ‘CIMMZAM	CIMMERON GREEN ASH
GLEDITSIA T. ‘SKYLINE’	SKYLINE HONEYLOCUST
QUERCUS MACROCARPA	BURR OAK
QUERCUS RUBRA	RED OAK
TILIA C. ‘GREENSPIRE’	GREENSPIRE LINDEN

**LOCAL AND NEIGHBORHOOD STREET TREES**

**SPACING – MINIMUM – 30’ O.C. / MAXIMUM – 50’ O.C.**

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ACER CAMPESTRE	HEDGE MAPLE
ACER PLATANOIDES	NORWAY MAPLE
AESCULUS x CARNEA	HORSE CHESTNUT
CARPINUS BETULUS ‘FASTIGIATA’	PYRAMIDAL HORNBEAM
CELTIS OCCIDENTALIS	HACKBERRY
CRATAEGUS OXYCANTHA	ENGLISH HAWTHORN
CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN
FRAXINUS AMERICANA	WHITE ASH
FRAXINUS PENNSYLVANICA	GREEN ASH
GINKGO B. ‘PAIRMONT’	MAIDENHAIR TREE
GLEDITSIA T. ‘IMPERIAL’	IMPERIAL HONEYLOCUST
MALUS ‘HOPA’	HOPA CRAB
PYRUS CALLERYANA ‘BRADFORD’	BRADFORD FLOWERING PEAR
QUERCUS MACROCARPA	BURR OAK
TILIA A. ‘REDMOND’	REDMOND LINDEN
TILIA C. ‘GREENSPIRE’	GREENSPIRE LINDEN

Evergreen Trees are not permitted to be placed within the park strips or any other area that lies between a walkway and the curb within Creek View Meadows.

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## RECOMMENDED PLANTING LIST

### EVERGREEN TREES

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ABIES CONCOLOR	CONCOLOR (WHITE) FIR
ABIES LASIOCARPA	SUB-ALPINE FIR
PICEA ABIES	NORWAY SPRUCE
PICEA PUNGENS	COLORADO GREEN SPRUCE
PICEA PUNGENS 'GLAUCA'	COLORADO BLUE SPRUCE
PINUS MUGO 'PUMILIO'	DWARF MUGO PINE
PINUS NIGRA	AUSTRIAN PINE
PINUS SYLVESTRA	SCOTCH PINE

### DECIDUOUS TREES

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ACER CAMPESTRE	HEDGE MAPLE
ACER GLABRUM	ROCKY MOUNTAIN MAPLE
ACER GRANDIDENTATUM	BIGTOOTH MAPLE
ACER PALMATUM	JAPANESE MAPLE
ACER PLATANOIDES*	NORWAY MAPLE
AESCULUS x CARNEA*	HORSECHESTNUT
BETULA OCCIDENTALIS	WATER BIRCH
CARPINUS BETULUS 'FASTIGIATA'*	PYRAMIDAL HORNBEAM
CELTIS OCCIDENTALIS*	HACKBERRY
CRATAEGUS OXYCANTHA	ENGLISH HAWTHORN
CRATAEGUS PHAENOPYRUM*	WASHINGTON HAWTHORN
FAGUS SYLVATICA*	EUROPEAN BEECH
FRAXINUS AMERICANA *	WHITE ASH
FRAXINUS PENNSYLVANICA*	GREEN ASH
GLEDITSIA TRICANTHOS*	THORNLESS HONEYLOCUST
MALUS 'HOPA'	HOPA CRAB
PLATANUS x ACERIFOLIA*	LONDON PLANE TREE
POPULUS ALBA 'PYRIMIDALIS'	BOLLEANA POPLAR
POPULUS DELTOIDES 'SOUIXLAND'	COTTONLESS COTTONWOOD
POPULUS TREMULOIDES	QUAKING ASPEN
PRUNUS CERA 'THUNDERCLOUD'	THUNDERCLOUD PLUM
PRUNUS CISTENA	CISTENA PLUM
PRUNUS SUBHIRTELLA*	FLOWERING CHERRY
PYRUS CALLERYANA 'BRADFORD'*	BRADFORD FLOWERING PEAR
QUERCUS GAMBELII	GAMBEL (SCRUB) OAK
QUERCUS MACROCARPA*	BURR OAK
SALIX M. 'UMBRACULIFERA'	GLOBE WILLOW
TILIA CORDATA*	LITTLELEAF LINDEN

\*DENOTES POTENTIAL STREET TREE VARIETY

## RECOMMENDED PLANTING LIST

### EVERGREEN SHRUBS

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ILEX AQUIFOLIUM 'SAN GABRILL'	GREEN ENGILSH HOLLY
JUNIPERUS S 'TAMARISCIFOLIA'	TAM JUNIPER
JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER
JUNIPERUS SCOPULORUM	ROCKY MOUNTAIN JUNIPER
MAHONIA A. 'COMPACTA'	COMPACT OREGON GRAPE
PHOTINIA FRASERI	FRASER PHOTINIA
PRUNUS LAUROCERASUS	ENGILSH LAUREL
TAXUS MEDIA 'HICKSH'	HICKSYEW

### DECIDUOUS SHRUBS

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
AMELANCHIER UTAHENSIS	UTAH SERVICEBERRY
ARONIA ARBUTIFOLIA	RED CHOKEBERRY
CORNUS STOLONIFERA	RED TWIG DOGWOOD
COTONEASTER APICULATA	CRANBERRY COTONEASTER
BUDDLEIA DAVIDII	BUTTERFLY BUSH
EUONYMUS ALATUS COMPACTA	DWARF WINGED EUONYMAS
FORSYTHIA I. 'LYNWOOD GOLD'	LYNWOOD GOLD FORSYTHIA
POTENTILLA FRUTICOSA SP.	SHRUBBY CINQUEFOIL
PRUNUS VIRGINIANA	CHOKECHERRY
RHUS TRILOBATA 'WASATCH'	WASATCH OAKBRUSH
	SUMAC
RHUSTYPHINA	STAGHORN ROSE
ROSA RUGOSA	RUGOSA ROSE
SPIRAEA B. 'ANTHONY WATERER'	ANTHONY WATERER
	SPIRAEA
SPIRAEA VANHOUTTEI	BRIDAL WREATH SPIRAEA
SYRINGA VULGARIS	COMMON PURPLE LILAC
VIBURNUN SPECIES	VIBURNUM
YUCCA FILAMENTOSA	YUCCA

### GROUND COVERS

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
EUONYMUS FORTUNEI 'COLORATUS'	WINTER CREEPER
HEDERA HELIX	ENGILSH IVY
LYSIMACHIA NUMMULARIA	CREEPING JENNY
MAHONIA REPENS	CREEPING MAHONIA
POTENTILLA VERNA'	CINQUEFOIL
SEDUM UTAH	UTAH GREEN SEDUM
VINCA MINOR	DWARF PERIWINKLE

## RECOMMENDED PLANTING LIST

### PERENNIAL FLOWERS

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ACHILLEA F. 'CORONATION GOLD'	GOLD YARROW
ACHILLEA MILLEFOLIUM 'CHERRY'	CHERRY YARROW
ALCEA ROSEA 'CHATTERS MIXED'	HOLLYHOCK
AQUILEGIA 'BIEDERMER'	COLUMBINE
AQUILEGIA 'McKANA GIANT'	COLUMBINE
ARABIS CAUCASICA 'SNOWCAP'	WHITE ROCK CRESS
ASTER BONNEY BLUE	MICHAELMAS DAISY
ASTILBE 'BRIDAL VEIL'	GOAT'S BEARD
ASTILBE 'FANAL'	GOAT'S BEARD
AURINIA SAXATILE 'COMPACTA'	BASKET OF GOLD ALLYSSUM
CAMPANULA ROTUNDIFOLIA 'OLYMPICA'	BLUE BELLS OF SCOTLAND
CENTRUREA MONTANA 'BLUE'	BACHELOR BUTTON
CHRYSANTHEMUM MAXIMUM 'ALASKA'	SHASTA DAISY
COREOPSIS GRANDIFLORA 'SUNRAY'	TICKSEED
COREOPSIS VERTICILLATA 'MOONBEAM'	TICKSEED
DELPHINIUM PACIFIC GIANT	LARKSPUR
DIANTHUS DELTOIDES 'BRILLIANT'	MAIDEN PINKS
DIANTHUS PLUMARIUS 'ZING ROSE'	ZING ROSE COTAGE PINK
ECHINACEA PURPUREA	PURPLE CONEFLOWER
ECHINACEA PURPUREA 'ALBA'	CONEFLOWER
GAILLARDIA GRANDIFLORA 'GOBLIN'	BLANKET FLOWER
HEMEROCALLIS	DAYLILY
HOSTA 'ROYAL STANDARD'	PLANTAIN LILY
IMPERATA CYLINDRICA 'RED BARON'	JAPANESE BLOOD GRASS
LAVANDULA A. 'HIDCOTE BLUE'	ENGLISH LAVENDER
LUPINUS 'RUSSELL HYBRIDS'	LUPINE
PAPAVER ORIENTALE	ORIENTAL POPPY
PENSTEMON 'PRAIRIE FIRE'	PENSTEMON
POLYSTICHUM SETIFERUM ANGULARE	ALASKAN FERN
RUDBECKIA FULGIDA 'GOLDSTUM'	BLACK EYED SUSAN
VERONICA SPICATA 'RED FOX'	SPIKE SPEEDWELL
VERONICA TEUCRIUM 'BLUE SPIRES'	HUNGARIAN SPEEDWELL

### PROHIBITED PLANTS

<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ACER NEGUNDO	BOX ELDER
ELEAGNUS ANGUSTIFOLIA	RUSSIAN OLIVE
POPULUS SPECIES	COTTON FORMING COTTONWOOD
GINKGO - FEMALE CULTIVARS	FRUITING FEMALE GINKGO

\*ANY PLANT OR SPECIES LISTED BY THE STATE OF UTAH AS A 'NOXIOUS WEED'

- d. Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property. Within these easements and rights of way 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 which may change the direction of flow of drainage channels in on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvement within said area shall be maintained continuously by their Owners. Excepting those improvements for which a public authority or utility company is expressly responsible.
  - e. Walls, Fence and Hedges. No fence, wall, hedge or other similar structure shall be erected in a required front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet in height. No fence, wall hedge or other similar structure shall be erected in any front yard of any adjoining Lot to a height in excess of six (6) feet any nearer to the street than the minimum building setback line. Where a retaining wall may be topped by a fencer, wall or hedge or similar structure six (6) feet in height. The only acceptable fencing material is Vinyl (Code number 763).
  - f. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain or other activities undertaken which may damage or interfere with established Lots ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Developer
  - g. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, water craft, recreational commercial, oversized or other vehicles shall be stored on streets or in front yards. Recreational, commercial, oversized or other motor vehicles may be stored on cement parking slabs in side yards so long as they are in running condition, regularly used, and currently licensed and registered. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which result in unreasonable levels of sound or light pollution.
  - h. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste (hereinafter referred to collectively as "trash"). All Trash shall be kept at all times in sanitary containers. All trash containers shall be kept in sanitary condition. No Trash containers, unsightly material or objects are to be stored on any Lot in view of the general public, except on Trash pick-up days and then for a period not in excess of twenty-four (24) hours. Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials anywhere within the Property is prohibited.
  - i. Temporary structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as residence.
3. Architectural Issues. Since aesthetics, the harmony of design, and quality of construction and materials throughout the Subdivision is important, all architectural designs, plans, specifications and construction must be (a) reviewed and approved by the ARC or its designee and (b) consistent with the restrictions set forth herein governing the Subdivision.

- a. Architectural Review Committee (the "ARC"). Until the End of the Developer Control Period, the Developer has the sole right and exclusive authority to resolve all architectural issues and may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder as the ARC. Which may consist of (a) a single individual, architect or engineer, or (b) a committee comprised of architects, engineers or other persons who may or may not be members of the Association. Any such delegation at any time and reassume jurisdiction over the matters previously delegated and/or to veto any decision which Developer determines, in its sole discretion, to be inappropriate or inadvisable. So long as the Developer has the right to resolve all architectural issues, the jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by the Developer. The initial ARC will be mad up of \_\_\_\_\_ who shall serve until such time as their successors are qualified and appointed.
- b. Transfer of Control of ARC. Upon the End of Developer Control Period, the Developer shall transfer the right to resolve all architectural issues and control of the ARC to the Association.
- c. Procedures for Approval of Plans and Specifications. Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval (or disapproval). In addition, information concerning drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARC may consider the design, harmony of external design with existing structures, the location in relation to surrounding structures, topography, finish grade and elevation among other things. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as committee members change over time. In the event the ARC fails to approve or disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However no Dwelling shall be constructed or altered unless it meets the following requirements
  - 1) Only single family residential Dwellings are allowed.
  - 2) Height of any Dwelling shall not exceed two (2) stories above ground.
  - 3) Each Dwelling shall have a private garage for not less than two (2) automobiles.
  - 4) Exterior materials may include any combination of brick, stone, rock, or Maintenance-free stucco.
  - 5) The front or side of each Dwelling that directly faces the road may include any combination of brick, stone, or rock, and maintenance-free stucco (No siding)
  - 6) Any detached accessory building must conform in design and materials with the primary residential dwelling.
- d. Final Plans and Specifications and Working Drawings. The ARC may require as a minimum, the following:
  - 1) Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade 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.
  - 3) Detailed elevations, indicating all material and showing existing and finished grades.
  - 4) Detailed sections, cross and longitudinal
  - 5) Details of cornices, porches, window doors, garages, garden walls steps, patios, fences, carriage lights, etc. Specifications shall give compliment description of materials to be used on the exterior of the Dwellings

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- e. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in Connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.
  - f. Variance. The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.
  - g. Limitation of Liability, Neither the ARC, or any agent thereof nor Developer or any of its employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provision of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other documents of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the developer, the ARC their agents, representatives, members and employees harmless from any and all loss, damage or liability they may suffer, including defense cost and attorney fees, as a result of any claims, demand, costs, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.
  - h. Enforcement. Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be nonconforming. Upon written request from the Developer or ARC, Owners shall, at their own cost and expense, remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Developer, ARC, or their designee, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser. All cost incurred, together with the interest at the fixed rate of 1.5% per month, shall be treated as an Assessment.
  - i. Contractors. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the Developer or ARC from the Subdivision, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the Developer, Association, ARC, or their officers or directors shall be held liable to any person for exercising the rights granted by this Section.
  - j. Standing. In addition to the foregoing, the Developer acting for and in behalf of the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and the Decisions of the ARC.
4. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions, which proceed the Articles and Sections of this Declaration, are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both other genders. The invalidity or Non enforce ability of any portion of this Declaration shall not affect the validity or enforce ability of the remainder hereof.
5. Covenants to Run with Land. This declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be and shall be binding upon

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and shall inure to the benefit of ARC, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successor, and assigns, Each Owner or occupant of a Lot shall comply with and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

- 6. Enforcement and Right to Recover Attorney's Fees. Should the ARC or an aggrieved Owner be required to take action to enforce or construe the Declaration or any rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedies pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorney's fees, costs and expenses which may arise or accrue.
- 7. Limitation of Liability. The protective covenants, conditions and restrictions set forth in this Declaration are established for the benefit of the Property and the Owner. Any damage, loss, claim, or liability which might arise due to any decision, act or failure to act of Developer or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot.
- 8. Amendments. This Declaration may be amended upon the affirmative written approval of at least 67% of the Owner of the Lots. Any amendment shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah; provided, however, so long as the Developer shall own at least one (1) Lot in the Subdivision, no amendments shall be valid or enforceable without Developer's prior written consent.
- 9. Duration. The covenants and restrictions of this declaration shall endure for a term of twenty (20) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Dated the day and year first above written.

DECLARANT:

CREEK VIEW MEADOWS LLC.

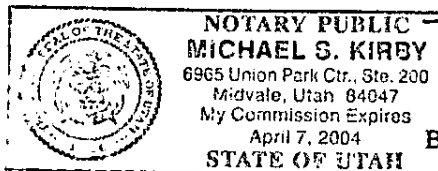
BY: *[Signature]*

By: *[Signature]*

Title: *Member*

STATE OF UTAH )  
 )SS.  
COUNTY OF SALT LAKE CITY )

On the 14<sup>th</sup> day of October, 2002, personally appeared before me Harold B. Irving, who by me being duly sworn did say that he is the Manager of Creek View Meadows LLC., a Utah Company and that CREEK VIEW MEADOWS, LLC.



*[Signature]*  
NOTARY PUBLIC

BOUNDARY DESCRIPTION

NOTARY SEAL NOT LEGIBLE  
- CO RECORDER -

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**LEGAL DESCRIPTION:**

LOTS 1-80, inclusive Creek View Meadows, Plats 1 & 2, according to the Official Plats Thereof on file in the office of the Salt Lake County Recorder.

Parcel Identification No's.: 32-01-302-001 Thru 32-01-302-007, 32-01-303-001 Thru 32-01-303-003, 32-01-327-001 Thru 32-01-327-024, 32-01-328-001 Thru 32-01-328-010, 32-01-329-001 Thru 32-01-329-023, 32-01-331-001 Thru 32-01-331-008.

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10/21/2002 04:51 PM 109.00  
Book - 8668 Pg - 8679-8689  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
INTEGRATED TITLE INS. SERVICES  
BY: ELF, DEPUTY - WI 11 p.

BK 8668 PG 8689