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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - WI 10 P.

WHEN RECORDED RETURN TO:

HIGHLANDS LLC
c/o Urban Land Resources, Inc.
555 South 300 East
Salt Lake City, Utah 84111
Attn: Charles E. Coleman

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HIGHLANDS AT SOUTH POINTE AND
AMENDING LOT A CENTENNIAL HEIGHTS PLAT B**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE HIGHLANDS AT SOUTH POINTE AND AMENDING LOT A CENTENNIAL HEIGHTS PLAT B (the "Declaration"), is made this 18th day of June, 2003, by Highlands LLC, a Utah limited liability company (the "Declarant").

FIRST AMERICAN TITLE
BOOK 34992

RECITALS

A. Declarant is the owner of Lots 1 through 105 of The Highlands at South Pointe and Amending Lot A Centennial Heights Plat B ("the Subdivision"), according to the official plat thereof recorded in the records of Salt Lake County, Utah as Entry No. 8466173, Book 2002p, page 367 (the "Lots"). (see attached Exhibit "A" for Tax Id No.'s)

B. Declarant desires to subject the Lots to certain covenants, conditions and restrictions and to establish a general plan for the development and use of the Lots in order to protect and enhance the value and desirability of the Lots.

C. The covenants, conditions and restrictions in this Declaration are intended to, and shall in all cases, run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision.

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 covenants, conditions and restrictions, covenants and conditions:

ARTICLE 1

DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration they shall have the meanings set forth in this Article.

1.1 **"Declarant"** means Highlands LLC, a Utah limited liability company, and any person or entity to whom it may expressly assign any or all of its rights under this Declaration by an instrument recorded with the County Recorder of Salt Lake County, Utah.

1.2 **"Declaration"** means this Declaration of Covenants, Conditions, and Restrictions, as amended from time to time.

1.3 **"Improvement"** means any building, fence, wall or other structure or any swimming pool, road, driveway, parking area or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

1.4 **"Lot"** means each parcel of real property designated as a lot on the Plat and, where the context indicates or requires, shall include any residence, building, structure or other Improvements situated on the Lot.

1.5 **"Owner"** means the record owner of fee title of a Lot. Owner shall not include persons or entities having an interest in a Lot merely as security for the performance of an obligations or a lessee or tenant.

1.6 **"Plat"** means the plat of The Highlands at South Pointe and Amending Lot A Centennial Heights Plat B recorded in the records of Salt Lake County, Utah as Entry No. 8466173, Book 2002p, page 367, and all amendments, supplements and corrections thereto.

ARTICLE 2

ARCHITECTURAL REVIEW

2.1 **Architectural Review Committee.** The initial members of the Highlands Southpointe Architectural Review Committee (the "Architectural Review Committee") shall be Chuck Coleman, John Serpa, Jr. and Bryan Brady. So long as the Declarant owns one or more Lots, the Declarant shall have the sole right to appoint and remove members of the Architectural Review Committee. At such time as the Declarant no longer owns any Lot, members of the Architectural Review Committee may be appointed or removed by the Owners of more than fifty-percent (50%) of the Lots with any such appointment or removal being evidenced by a document recorded with the County Recorder of Salt Lake County, Utah. If a member of the Architectural Review Committee resigns, the vacancy may be filled by the remaining members

of the Architectural Review Committee. Each member of the Architectural Review Committee may act on behalf of the Architectural Review Committee. The Architectural Review Committee may adopt, amend and repeal architectural guidelines, standards and procedures to be used by the Architectural Review Committee in rendering its decision. No member of the Architectural Review Committee nor any person or entity acting on behalf of or at the instruction of the Architectural Review Committee shall be personally liable to any Owner or any other person or entity for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Architectural Review Committee or any person or entity acting on behalf of or pursuant to the instructions of the Architectural Review Committee unless such person or entity has acted in bad faith or engaged in willful or intentional misconduct.

ARTICLE 3

USE RESTRICTIONS

3.1. Condition of Subdivision Improvements.

3.1.1 Each Owner acknowledges and agrees that the sidewalk, curb, gutter and street adjacent to each Owner's Lot (collectively, the "Subdivision Improvements") are free of any cracks, chips, dripped concrete and any other defects. From and after the date of this Declaration, each Owner shall be responsible, at such Owner's sole cost and expense, for removing and replacing any broken, damaged or cracked concrete on the Subdivision Improvements located adjacent to such Owner's Lot, patching chips in any concrete on the Subdivision Improvements located adjacent to such Owner's Lot, promptly removing any drips of concrete or any other materials or substances not present on the Subdivision Improvements located adjacent to such Owner's Lot on the Date of this Declaration and otherwise restoring the Subdivision Improvements to the condition they were in on the Date of this Declaration.

3.1.2 Owner's Construction Activities.

3.1.2.1 Each Owner and its contractors, agents and employees shall keep the sidewalks, gutters and streets adjacent to such Owner's Lot free from all dirt and debris during the course of any construction activity on the Lot; except, however, that such Owner and its contractors, agents and employees may place a dirt ramp over the adjoining sidewalk, during the course of any construction activity on the Lot, but shall promptly and completely remove said dirt ramp immediately upon completion of such construction activities; provided, however, only one dirt ramp shall be permitted on all corner Lots.

3.1.2.2 Each Owner shall require all trucks, backhoes and track hoes to use said dirt ramp to access the Owner's Lot and shall not permit said vehicles or any other vehicles to cross over the sidewalk and onto the Lot other than by using said dirt ramp.

3.1.2.3 Each Owner shall require all concrete trucks to conduct chute clean-out only on the Owner's Lot.

3.1.2.4 Each Owner and its contractors, agents and employees shall at all times during the course of any construction activity on the Owner's Lot provide a temporary toilet and trash bin or dumpster situated only on the Lot and not on any adjacent street or sidewalk. Each Owner or its contractors, agents and employees shall empty said trash bin or dumpster and service said temporary toilet on a weekly basis.

3.1.2.5 Each Owner and its contractors, agents and employees shall daily police the Owner's Lot in order to keep trash and other debris from blowing onto any other lots, streets or sidewalks.

3.3 House Plans.

3.3.1 Prior to submitting any house or construction plans to the City of Draper, Utah (the "City") for approval, each Owner shall submit to the Architectural Review Committee for the Architectural Review Committee's approval approval, said approval not to be unreasonably withheld, all elevations of any structures proposed to be constructed on the Property.

3.3.1.1 Each Owner shall utilize only 25-year architectural quality asphalt roofing shingles or better on all buildings constructed on each Lot.

3.3.1.2 No Owner shall install any air conditioning equipment or evaporative or swamp coolers on the roof of any building on the Owner's Lot and the minimum roof-pitch shall be 5/12.

3.3.1.3 Owners shall install only the standard Highlands South Pointe Subdivision mail box and post on Lot (the "mail box"), which mail box and post shall be a Keystone series mail box and post in black finish manufactured by Gaines Manufacturing, Inc.

3.4 Fencing.

3.4.1 Owners of Lots 1 through 24 of the Subdivision, at home buyer's option, may fence the rear and side yard of each such Lots. The only permitted fence shall be black wrought iron.

3.4.2 Owners of Lots 25 through 27 of the Subdivision, at each such Owner's option, may fence the rear and side yard of each such Lot. The only permitted fence shall be earth-tone vinyl.

3.4.3 Owners of Lots 28 through 105 of the Subdivision, at each such Owner's option, may fence the rear and side yard of each such Lot. The only permitted fence shall be earth-tone vinyl.

3.4.4 Owners of Lots 25 through 105 having a side yard facing a public street, and who elect to fence such side yard, shall install all such fences a minimum of two feet from the back of the sidewalk that is adjacent to such public street.

3.5 Setbacks. No Owner shall install any structure on any Lot that violates any of the following setback restrictions.

3.5.1 Front yards. Lots 1 through 24 of the Subdivision shall have front yard setbacks of not less than fifteen (15) feet. Lots 25 through 105 of the Subdivision shall have front yard setbacks of not less than twenty (20) feet..

3.5.2 Side yards. Depending upon the slope of a Lot's side yard, the side yard setback on each of the Lots shall be either five (5) or seven (7) feet. If a Lot is to have a retaining wall in the side yard, the side yard setback would be a minimum of seven (7) feet. In all other cases, the side yard setback will be five (5) feet minimum.

3.5.3 Rear yards. The rear yard set back on each of the Lots shall not be less than twenty (20) feet.

3.6 Landscaping.

3.6.1 Park strip. Each Owner shall plant sod and a minimum of two (2) deciduous trees of two (2) inch caliper (approximately nine (9) to fourteen (14) feet in height) in the park strip located in the front of each Lot and, if the Lot is a corner Subdivision lot, on the side of the each such Lot, including an irrigation system. The park strip tree species shall be: Manilla Drive, Norway Maple, Summer Leaf Drive, Cleveland Select Pear, Red Leaf Drive, Thundercloud Plum, Gold Leaf Drive, Fall Gold Ash, Broadleaf Circle, Pin Oak, Manti Drive, Crabapple. Each Owner shall cause each such park strip to be so landscaped prior to Draper City's issuance of a Certificate of Occupancy (a "COO") for the applicable Lot or within ninety (90) days after Draper City's issuance of the COO for the applicable Lot if the COO is issued during autumn or winter months. In the event the Lot is a corner Subdivision lot, the Owner shall not install any tree in the parking strip of such Lot that impairs safety or traffic or pedestrian visibility. The Architectural Review Committee shall have the right to remove, at the applicable Owner's sole cost and expense, any tree that is placed in the park strip that violates the foregoing requirement.

3.6.2 Front yard. Each Owner shall landscape the front yard of each Lot and shall install an irrigation system in the front yard of each Lot prior to Draper City's issuance of a COO for such Lot or within ninety (90) days after Draper City's issuance of said COO if said COO is issued during autumn or winter months. The minimum requirements for front yard landscaping are as follows:

- (a) One (1) tree (1 to 1.5 inch caliper minimum) located between the sidewalk and the home;
- (b) Three (3) shrubs (5 gallon size); and
- (c) Sod or hydroseeded grass.

3.6.3 Rear Yard. Each Owner shall landscape the rear yard of each Lot and install an irrigation system in the rear yard of each Lot within one hundred eighty (180) days after Draper City's issuance of a COO for the Property. The minimum requirements for rear yard landscaping are as follows:

- (a) Two (2) trees (1 to 1.5 inch caliper minimum); and
- (b) Sod or hydroseeded grass.

3.6.4 Side Yards. Each Owner shall landscape the side yards of each Lot within one hundred eighty (180) days after Draper City's issuance of a COO for the Lot. The minimum requirements for side yard landscaping include installation of sod or hydroseed grass, ground cover or planting beds and one irrigation system. Notwithstanding the foregoing, in the event the Lot is a corner Subdivision Lot, the side yard facing the street shall be treated as a front yard and shall be landscaped in accordance with the provisions of Section 3.6.2, above.

3.6.5 Erosion Control. Drainage from each Lot must be directed towards a facility (drainage swale or curb and gutter). All drainage from adjacent Lots will be directed along the Lot lines. Drainage swales installed during the mass grading of the site must remain and be maintained by each Lot as developed. All final landscape plans must address erosion control issues for the home, the Lot and any drainage easements that may exist along the Lot boundaries. Owners may not alter or remove any existing erosion control or drainage swale system improvements without prior approval from the Architectural Review Committee.

3.7 Drainage Swale. Owners of Lots 31, 33, 34, 42, 44 through 48, 58 through 67, or 79 through 90 of the Subdivision shall maintain the integrity of the rear yard drainage swale of each such Lot so as not to block the drainage flow onto the adjacent downhill Lot or block the drainage from the adjacent uphill Lot.

3.8 Lot Coverage. The total gross floor area of the garage and the largest non-basement gross floor of any house constructed on any Lot shall not exceed thirty-five percent (35%) of the area of the Lot on which they are constructed.

3.9 Storage of Boats, Cars and other Vehicles. No on-street parking shall be permitted in the Subdivision except for guest parking. All recreational vehicles, boats, trailers, etc. must be parked off of streets, and in driveways or garages. No inoperable vehicles, machinery, or any type of debris shall be allowed on any Lot at any time.

3.10 Exterior Building Finishes. The exteriors of all houses constructed on any of the Lots will be finished in natural or manufactured brick, stone, rock, stucco, or a combination thereof. Other materials may be substituted if approved by the Architectural Review Committee.

ARTICLE 4

GENERAL PROVISIONS

4.1 Enforcement. The Architectural Review Committee or any Owner shall have the right to enforce this Declaration in any manner provided for in this Declaration or by law or in equity, including, but not limited to, an action to obtain an injunction or compel removal of any Improvements constructed in violation of this Declaration or to otherwise compel compliance with this Declaration. If any lawsuit is filed by the Architectural Review Committee or any owner to enforce the provisions of this Declaration or in any other manner arising out of this Declaration or the operations of the Architectural Review Committee, the prevailing party in such action shall be entitled to recover from the other party all attorney fees incurred by the prevailing party in the action.

4.2 Term; Method of Termination. This Declaration shall continue in full force and effect for the term of forty (40) years from the date this Declaration is recorded. After which time, this Declaration shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended or terminated at any time by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and recorded with the County Recorded of Salt Lake County, Utah.

4.3 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

4.4 Constructive Notice. Each person who owns, occupies or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his or her Lot, whether or not there is any reference to this Declaration in the instrument by which he or she acquires his interest in any Lot.

4.5 Assignability. Declarant may transfer and assign all or any portion of its rights and obligations under this Declaration.

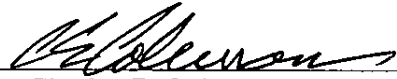
4.6 Notices. All notices under this Declaration are deemed effective five (5) business days after the date of mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the property tax assessment rolls if no other address for an Owner is known. Notices delivered by hand are effective upon delivery.

4.7 Covenants Run with the Land. The covenants, conditions and restrictions in this Declaration are covenants running with the land and shall burden and benefit the successors, heirs and assigns of the Declarant and the Owners for so long as this Declaration is in effect.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first written above.

HIGHLANDS LLC,
a Utah limited liability company

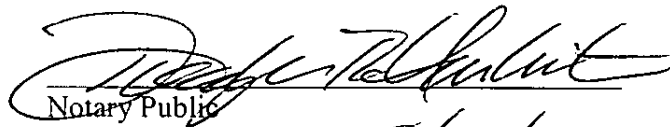
By: Urban Land Resources, Inc.,
a California corporation
Its: Authorized designee (Manager)



By: Charles E. Coleman
Its: President

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

On the 1 day of July 2003, personally appeared before me, Charles E. Coleman, who being by me duly sworn, did say that he is the President of Urban Land Resources, Inc., a California corporation and said corporation is the Authorized designee (Manager) of Highlands LLC, a Utah limited liability company and that the within instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and the said Charles E. Coleman duly acknowledged that said limited liability company executed the same.



Notary Public
My Commission Expires: 8/29/06
Residing In: SLCUT

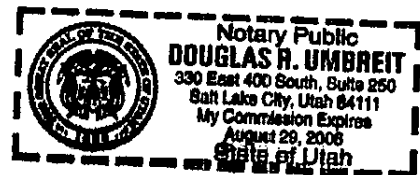


EXHIBIT "A"

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