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When recorded mail to:
Majestic Homes, Inc.
PO Box 112
Riverton, UT 84065

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
INTEGRATED TITLE INS. SERVICES
BY: KAM, DEPUTY - UI 9 P.

DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
HERITAGE PLACE ESTATES SUBDIVISION PHASE 1

THIS DECLARATION is made this 15th day of October, 2003 by Majestic Homes,
Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the said owner of certain property hereinafter referred to as the
"Covered Property" in Herriman City, Salt Lake County, State of Utah, more particularly
described as follows.

All of the Lots 1-60, inclusive, Heritage Place Estates Subdivision, Phase 1, according to
the official plat thereof, as recorded in the office of the Utah County Recorder.

WHEREAS, Declarant intends all of the lots within the Covered Property, 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.

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

ARTICLE I
DEFINITION

Unless the context clearly requires otherwise, the following terms used in this
Declaration shall have the following meaning:

"City" shall mean the city of Herriman, Utah and its appropriate departments, officials,
and boards.

"Committee" shall mean the architectural review committee created under Article III of
this Declaration.

“Covered Property” shall have the meaning set forth in the witnesseth.

“Declarant” shall mean and refer to Majestic Homes, Inc., its successors and assigns.

“Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions, together with and subsequent amendments of additions.

“Dwelling” shall mean the single family residence built or to be built on any Lot, including the attached garage.

“Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of a building.

“Lot” shall mean any numbered building Lot shown on any official plat of all or a portion of Covered Property.

“Owner” shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title. Including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligation, including the trustee and/or beneficiary under deed or trust or mortgagee under a mortgage.

“Plat” shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

“Subdivision Improvements” shall mean all improvements and facilities to be included outside of the boundaries of Lots, as identified on the Plat, including those items that are necessary to provide access and utilities service to the lots and items required by the City as a condition of its approval of subdivision of the Covered Property.

ARTICLE II RESTRICTIONS ON ALL LOTS

Zoning Regulations: The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, and no Lot may be occupied or used in a manner that is in violation of such ordinance Code.

Business or Commercial Uses: No portion of the Covered Property may be used for any commercial, mining or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold,

whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling.

Completion Required Before Occupancy: No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

Dwelling to be Constructed First: No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on a Lot.

Livestock, Poultry and Pets: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; provided they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control.

Underground Utilities: All gas, electrical, telephone, television, and any other utility lines in the Covered Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

Secondary Water: All piping is installed as per city specs and turned over to the City. The City will keep maintained and serviced. Water shares have been donated to the City and they are responsible to supply water to the Covered Property. The Declarant or its successor is in no way liable for anything to do with the secondary water system.

Service Yards: No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

Maintenance of Property: All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks, larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in light containers in an enclosure such as a garbage container; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

Trash and Rubbish: All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered container. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.

Vehicles Restricted to Roadways: No motor vehicle will be operated on the Covered Property except on improved roads and driveways, No snowmobiles or motorcycles will be operated on any Lot except for ingress or egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

Overnight Parking and Storage of Vehicles: The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicles are kept from the view of the general public.

Kennels: No kennel or dog run may be placed or maintained closer than 50 feet to any Dwelling other than the Dwelling on the Lot where the kennel or dog run is maintained.

Fencing: All fencing materials shall consist of vinyl, color to be determined by architectural control committee. All perimeter lots, which consist of the following, 1-9 inclusive, 28, 29, 42, 43, 55, & 56, will require a 2 foot by 2 foot by 6 foot 6 inch stack cultured stone column placed every 20 feet, with the approved vinyl fencing between columns.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

It is the intention and purpose of this Declaration to Impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

Committee Composition: The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall consist of David A. Larsen, Kevin H. Gust and Dee Stephens, or its successors. On the date two years after all the Lots have been sold by Declarant, or at such earlier date as is selected by Declarant in its sole discretion, the Owners (the Owners of each Lot having one vote) shall elect the membership of the Committee. Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

Approval by Committee Required: No Improvements of any kind, including without limitation the construction of any Dwelling, garage, guest house, outbuilding, parking enclosure, or any other permanent or temporary structure may be constructed, erected, or installed in the Covered Property without the prior consent of the Committee. Approval of the Committee will be sought in the following manner.

(a) Review: Within 5 days from receipt of a complete submission to Herriman City, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered final approval, and no final approval will be granted on less than a complete submission. Upon approval, the committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction that is not in strict compliance with the approved plans will be permitted.

General Design Review: The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality attractive, and well designed community.

Declarant and Committee Not Liable: There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building structure, or other item be deemed approval of, the building structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

Limitations on Review: The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

ARTICLE IV
ARCHITECTURAL RESTRICTIONS

All Improvements on any Lot shall be subject to the following restrictions and architectural design standards.

Number of Dwellings: Only one single family residence may be constructed on any Lot. All Dwelling shall have an attached garage for at least three cars.

Guest House, Barns, and Out Buildings: Guest houses, barns, out buildings and all other storage buildings must conform to existing style and materials, including roofing material.

Dwelling Site: The City has required that the maximum square footage of all floor area not exceed 40% of the Lot area. Garage area shall be included in the City's calculation of total floor area. Additional dwelling size requirements are as follows:

- (a) A Rambler One-Story home shall not be less than 1600 square feet, on lots that are .28 and .29 of an acre. 1800 square feet on lots that are .50 of an acre.
- (b) A Two-Story home shall not have less than 2000 square feet finished ??? area above ground on lots that are .28 and .29 of an acres and shall not have less than 2200 square feet finished living area above ground on lots that are .50 of an acres.

Exterior Requirements: No structure shall be built less than 100% of all the faces of the structure of either brick, stone or stucco. The color of all masonry used shall be disclosed to the Committee and Owners are encouraged to submit samples. The use of metal soffit or fascia sections is encouraged. Exposed cement foundation height shall average not more than 18 inches above finished grade on all sides. Wainscoat is acceptable. Wood exteriors are not permitted.

Roof Design: Roof pitches must be within a range of 7/12 and up. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better with hip and ridge caps, i.e. shake, tile, etc., as approved by the Committee. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

No Used or Temporary Structures: No previously erected, used, or temporary structure, mobile home, traveler house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

Balconies and Decks: Any balcony or deck that is more than twenty-four inches above the natural grade must be constructed in compliance with the following: All railings must have at least four horizontal members. All posts or pillar supporting any deck must be between eight and sixteen inches in width. The area under any deck must be either landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for

storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with vertical lattice or siding, or if exposed (as in the case of a second story deck or balcony), finished and painted or stained.

Yard Light, Mail Box, Address Enclosure: An enclosure containing a mail box and newspaper receptacle shall be provided and installed by the builder at the time of occupancy to match Dwelling masonry exterior material. After the initial installation, individual lot owners will be responsible for replacing any damaged or missing parts of the enclosure. Said restored enclosures shall be reconstructed to duplicate the original design and construction. Each Dwelling shall have at least one exterior frontyard light, which may be installed on top of the mail box and newspaper enclosure. The front yard light, shall be wired with a photo electric cell so that it will be on during all night hours and must be maintained in good operating order.

ARTICLE V GENERAL PROVISIONS

Violation Deemed a Nuisance: Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

Remedies:

- (a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Committee in its own name. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney's fees and costs of court.
- (b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisance, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in addition to those remedies available at law.
- (c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- (d) The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against similar violations.

Severability: Each of the covenants, conditions, and restrictions contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Limited Liability: Neither the Declarant, the Committee or its individual members, nor any Owners shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority under these Covenants and without malice.

Amendment: At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the Covered Property, Declarant's approval to any amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment.

Constructive Notice: Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Covered Property 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 contained herein against his Lot, whether or not there is reference to this Declaration in the instrument by which he acquires his interest in any Lot.

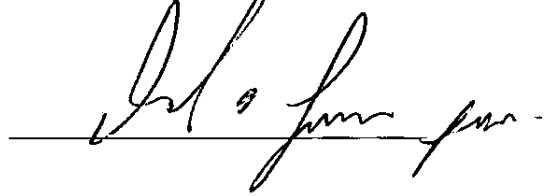
Notices: All notices under this declaration are deemed effective 72 hours after mailing, whether delivery proved or not, provided that mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

Interpretation: The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Covered Property. Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

Mortgage Protection Provision: The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Covered Property that is made in good faith and for value, provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding. From and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

Executed on the date stated above.

Majestic Homes, Inc.

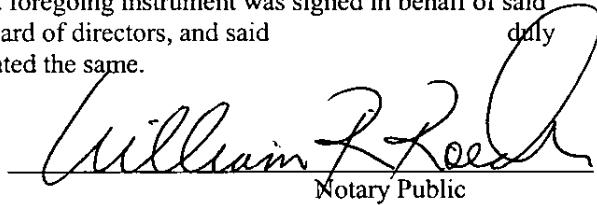


STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On the day of October, 2003, personally appeared before me
who being by me duly sworn, did say, each for himself, that he, the said is the President
of Majestic Homes, Inc., and that the within and foregoing instrument was signed in behalf of said
corporation by authority of a resolution of its board of directors, and said duly
acknowledged to me that said corporation executed the same.


Notary Public

My Commission Expires:

Residing at:

