

Jeffery Smith
Utah County Recorder

2018 Oct 02 12:35 PM FEE 42.00 BY SW
RECORDED FOR Vanguard Title Insurance Agency, LLC-Dra
ELECTRONICALLY RECORDED

When recorded, return to:

Robert A. McConnell
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

For Reference Purposes Only Affects Tax Parcel Number: 12-007-0075

(Space above for Recorder's use only.)

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
RUBY ESTATES

PYRUS HOLDINGS, LLC
Declarant

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
RUBY ESTATES**

This Declaration is executed and made as of September __, 2018, by PYRUS HOLDINGS, LLC, a Utah limited liability company (“**Declarant**”).

OBJECTIVES

A. Declarant is the owner of certain real property in Utah County, Utah, more particularly described on Exhibit A attached hereto (the “**Property**”).

B. Declarant hereby declare that the Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions, and charges, which will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each owner thereof.

**Article 1
DEFINITIONS**

As used in this Declaration, the terms set forth below will have the following meanings:

1.1 “**Architectural Guidelines**” means such architectural, design and construction guidelines and review procedures as may be adopted pursuant to Section 6, as they may be amended.

1.2 “**Committee**” means the Architectural Review Committee appointed pursuant to Article 5.

1.4 “**City**” means Highland City, Utah.

1.5 “**County**” means Utah County, Utah.

1.6 “**Declarant**” means Pyrus Holdings, LLC, a Utah limited liability company, and its successors and assigns if such successor or assignee should acquire all or a portion of Declarant’s interest in the Property and a recorded instrument executed by Declarant assigns to the transferee all of Declarant’s rights under this Declaration.

1.7 “**Declarant Control Period**” means the time period in which (i) Declarant is the Owner of at least one (1) of the Lots; and (ii) Declarant has not appointed replacement members of the Committee. Declarant, in its sole and absolute discretion, may terminate the Declarant Control Period at any time by giving notice to the Owners and appointing replacement members of the Committee as further described in Section 5.2.

1.8 “**Declaration**” means all of the covenants, conditions, restrictions and charges set forth in this instrument, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.9 **“Improvement”** means every structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter or other product of construction efforts on or in respect to the Property.

1.10 **“Lot”** means each of Lots 1 through 16, as depicted on the Plat.

1.11 **“Mortgage”** means a recorded mortgage, deed of trust or other security agreement creating a lien on a Lot or a portion of the Property as security for the payment of indebtedness.

1.12 **“Mortgagee”** means a mortgagee, beneficiary or other secured party under a Mortgage.

1.13 **“Owner”** means the person or persons, including Declarant, owning record title to any Lot, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership will not discharge an Owner from obligations incurred prior to termination.

1.14 **“Person”** means a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.15 **“Plat”** means the plat of subdivision for Ruby Estates, recorded as Entry No. 2018-76338, in Book 51, at Page 614 in the Official Records of Utah County, Utah, subdividing the Property into the Lots 1 through 16.

1.16 **“Property”** means the land described on Exhibit.

1.17 **“Public Areas”** means areas dedicated to the public or established for public use pursuant to the Plat, or in accordance with this Declaration or any supplement annexing Additional Property.

1.18 **“Residence”** means a building located upon a Lot and designated for separate residential occupancy.

1.19 **“State”** means the state of Utah.

Article 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 **Binding Effect.** The Property will be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions of this Declaration, which provisions will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each Owner thereof.

Article 3

LAND CLASSIFICATIONS

3.1 **Land Classifications Within Property.** All land within the Property is included in one or another of the following classifications:

- (a) The Lots;

(b) Public Areas, which will be the areas designated as public parks, sidewalks, trails or streets on the Plat.

Article 4 **PROPERTY RIGHTS IN LOTS**

4.1 **Use and Occupancy.** The Owner of a Lot will be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot will be bound by and the Owner will comply with the restrictions contained in and all other provisions of this Declaration and the provisions of any supplement to this Declaration.

4.2 **Right of Entry.** The Committee, or any member thereof, may at any reasonable time, and from time to time at reasonable intervals and upon reasonable notice to the Lot Owner under the circumstances, enter upon any Lot for the purpose of determining whether or not the use and/or Improvements of such Lot are in compliance with this Declaration. No such entry will be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

Article 5 **ARCHITECTURAL REVIEW**

5.1 **General.** No Improvements of any kind, including, without limitation, the construction of any Residence, garage, outbuilding, parking area, driveway, tennis court, walkway, swimming pool, outdoor hot tub or spa, fence, wall, curb, pool, trampoline, swing set or playground equipment, satellite dish or antenna, solar panel, outside air conditioning equipment, or any other permanent structure may be constructed, erected or installed on the Property without the approval of the Committee. No excavation, grading, filling, draining, landscaping or installation or removal of existing vegetation will be made without the approval of the Committee. Notwithstanding anything to the contrary in this Section 5.1, no approval of the Committee shall be required in connection with improvements constructed in the backyard area of a Lot, provided that (i) Owners shall endeavor to comply with the recommendations and guidance of the Committee in connection with constructing such improvements and (ii) such improvements shall not negatively affect any neighboring Lot, including, but not limited to, affecting the grading or drainage of any such neighboring Lot. No approval will be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of its Residence without approval. However, modifications to the interior of screened porches, patios and similar portions of a Lot visible from outside the structure will be subject to approval. All Residences constructed on the Lots will be designed by and built in accordance with the plans and specifications of a licensed architect. This Article will not apply to Declarant's activities. Unless otherwise specified in this Declaration or the Architectural Guidelines, "approval" of the Committee will mean advance written approval.

5.2 **Composition of Architectural Review Committee.** During the Declarant Control Period, the Committee will consist of at least three individuals appointed by the Declarant from time to time in its discretion. Upon the expiration of the Declarant Control Period, Declarant shall resign as the member of the Committee and appoint three (3) Owners as replacement members of the Committee. Thereafter, the Owners shall hold an annual meeting at a time and location established by Declarant. At such meeting the Owners shall elect three (3) individuals to be members of the Committee by majority vote of the number of Owners present physically or by proxy. At such meeting, each Lot shall be entitled to one vote to be exercised by the Owner thereof.

5.3 Architectural Guidelines. The Committee may prepare Architectural Guidelines which establish standards, rules, regulations, restrictions and guidelines, in addition to those set forth in Article 6, with respect to, but not limited to, design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, landscaping and other matters requiring approval by the Committee pursuant to this Declaration. The Architectural Guidelines will also specify the content of the Application that must be submitted to the Committee by an Owner seeking approval of proposed Improvements and will establish the procedures for submitting the Application. The Architectural Guidelines are incorporated herein and will be deemed to be a part of this Declaration and will be binding on all Owners and their agents, provided the Architectural Guidelines may contain general provisions applicable to the entire Property. In the event of a conflict between the Architectural Guidelines and this Declaration, this Declaration will prevail. The Architectural Guidelines are not the exclusive basis for Committee decisions, and compliance with the Architectural Guidelines does not guarantee approval of any Application. The Committee will make the Architectural Guidelines available to Owners and builders who seek to construct Improvements.

5.4 Submission to Committee. The Owner seeking to construct Improvements (“**Applicant**”) will submit an application (“**Application**”) to the Committee for review, as specified in the Architectural Guidelines. The required Application materials may include:

- (a) two full-size sets and one half-size set of architectural plans;
- (b) two full-size and one half-size copy of the site plan with placement on the Lot;
- (c) color samples of exterior façade, including brick and stone; and
- (d) one full-size and one half size landscape drawing.

Plans should show site layout, exterior elevations and building heights on each elevation, exterior materials and colors, drainage. Landscaping plans must be approved by the Committee prior to installation of landscape. The Architectural Guidelines and the Committee may require the submission of such additional information as may be reasonably necessary to consider any Application, and may also waive certain submission requirements for proposed improvements of a minor nature.

5.5 Standard. The Committee will have the right to approve any Application in compliance with the Architectural Guidelines and this Declaration if the Committee reasonably determines that proposed Improvements are consistent with, among other things, (a) the architectural character and nature, shape, color, size, material, location and kind of all proposed Improvements, taking in consideration the aesthetic quality of any structure with respect to height, form, proportion, volume, sitting and exterior materials; (b) the adequacy of Lot dimensions for proposed Improvements; (c) the conformity and harmony of exterior design with neighboring Lots and Improvements; (d) the relation of topography, grade and finished ground elevations to that of neighboring Lots and Improvements per the approved grading plan; (e) the screening of mechanical and other installations; (f) the functional appropriateness with respect to drainage, utility service systems and lighting; and (g) the extent and quality of landscaped areas.

5.6 Approval Procedure. The Committee will make a determination on each Application within 30 days after receipt of a completed Application and all required information. The Committee may (a) approve the Application, with or without conditions; (b) approve a portion of the Application and disapprove other portions; or (c) disapprove the Application. The Committee will notify the Applicant in writing of its decision within five days thereafter. In the case of disapproval, the Committee will specify the reasons for disapproval and/or offer suggestions for curing any objections.

5.7 **Fees; Assistance.** The Committee may collect a reasonable fee—in an amount established by the Committee—for reviewing an Application (“**Review Fee**”) and may require the Review Fee to be paid in full before the Committee reviews an Application. The Review Fee may include the reasonable cost of having the Application reviewed by architects, engineers, or other professionals whom the Committee may employ as it deems necessary to perform the review.

5.8 **Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the Committee will have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

5.9 **Liability.** Neither the Committee nor any member thereof will be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member of the Committee, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

5.10 **Nonwaiver.** Consent by the Committee to any matter proposed to it or within its jurisdiction will not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.11 **Effective Period of Consent.** The Committee’s consent to any proposed Improvements will automatically be revoked one year after issuance unless construction of the proposed Improvements has been commenced or the Owner has applied for and received an extension of time from the Committee.

5.12 **Further Approvals.** Nothing herein shall limit the authority of the City and the County to approve all building plans and specifications pursuant to applicable law.

Article 6
RESTRICTIONS

6.1 **Prohibition Against Further Subdivision.** No Lot may be further subdivided or otherwise separated into smaller parcels without the approval of the Declarant and the City.

6.2 **Permitted Use.**

(a) **Residential Use.** Except as expressly provided in this Declaration, the Property and each Lot thereon will be used for residential purposes only.

(b) **Commercial Use Restricted.** Except with the consent of the City and the Committee, no trade, craft, business, profession, commercial or similar activity of any kind will be conducted on the Property, nor will any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on the Property. Nothing in this Section will be deemed to prohibit (i) activities relating to the rental or sale of Residences; (ii) the right of Declarant or any contractor or homebuilder to construct a Residence on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Residence as a sales or rental office or model home or apartment for purposes of sales or rental; and (iii) the right of the Owner of a Lot to maintain its professional personal library, keep his personal business or professional records or accounts, handle its personal business or professional telephone calls, or confer with business or professional associates, clients or customers in its Residence, provided, however, there is no external

evidence thereof and such use complies with City home occupation/business ordinances. The Committee will not approve commercial activities otherwise prohibited by this Section unless the Committee determines that only normal residential activities would be observable outside of the Residence and that the activities would not be in violation of applicable City ordinances.

(c) **Transient Lodging Use Prohibited.** Lots will be used for residential housing purposes only and will not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Lot will be for a period of less than 30 days. No Lot will be subjected to time interval ownership.

(d) **Use of Temporary Structures as a Residence Prohibited.** No trailer, mobile home, camper, camper shell, tent, shack, garage, barn, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind will be used at any time for a residence, either temporary or permanent.

(e) **Unlawful Use Prohibited.** No unlawful use will be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property will be observed.

6.3 Permitted Structures. No structures will be erected or permitted to remain on any Lot except a Residences and structures normally accessory thereto which comply with the Architectural Guidelines and are approved by the Committee. Garages, sheds, storage units, private greenhouses, private swimming pools and other outbuildings may be erected and maintained on a Lot, provided they comply with the Architectural Guidelines and are approved by the Committee. No mobile home, trailer house, or other previously erected, used or temporary structure may be installed or maintained on any Lot. No derrick, oil well, tunnel, mineral excavation, shafts or other such structure designed for use in drilling for oil, natural gas, water or minerals will be erected or maintained on any Lot.

6.4 Minimum Square Footages. No single-story Residence will be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages is 2,400 square feet. No two-story Residence will be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basements, open porches and garages, is 2,000 square feet or greater.

6.5 Setbacks; Orientation.. No Improvements will be located on a Lot closer to the respective Lot line than as follows: the required front yard setback, rear yard setback and side yard setbacks shall be the minimum setback requirement as set forth in the applicable City ordinances.

The orientation of a Residence or other structure will be subject to the approval of the Committee.

6.6 Height. No Improvements with a height in excess of the maximum height allowed by the City, measured in accordance with applicable City ordinances.

6.7 Garages and Outbuildings. A garage or outbuilding that exceeds 150 square feet in size and is taller than 10 feet in height may be denied by the Committee in its sole and absolute discretion. All garages shall be entered from the fronting street. The location of a detached garage or other outbuilding must not detract from the Residence. The viewing of the Residence must always be the focus. The permissible height and size of an outbuilding will depend on the relative height and size of the Residence and on the location of the outbuilding with respect to the Residence.

6.8 **Porches.** Porches should complement and enrich the overall building design and function of the development contemplated by the Plat. All covered porches shall have a minimum of fifty (50) square feet. All porches shall be covered and enhanced with decorative railings and porch columns.

6.8 **Completion Required Before Occupancy.** No Residence may be occupied prior to its completion and the issuance of a certificate of occupancy by the County.

6.9 **Residence to be Constructed First.** No garage, storage unit or other outbuilding may be constructed prior to the construction of the Residence on the Lot.

6.10 **Architectural Style and Compatibility of Improvements.** An emphasis will be placed on front porches in an effort to de-emphasize the garage. Front doors of each Residence shall be complemented with at least one sidelight, transom window or double door. Windows shall be installed on all facades of Residences and shall be proportionate in size to the wall face in which the window is located. The maximum unbroken distance between any corner of a Residence and window on any side of a Residence is eight (8) feet. Identifiable window mullion patterns should be installed on at least 75% of windows and encouraged window types include bay or box windows, oval, octagon or wrapping corner windows, arched windows and clustered windows. All windows of Residences shall have framed-in wood, composite board, brick, stone or stucco trim that is a minimum of four (4) inches in width. Corner homes shall be designed with high visibility in mind and with consistent architecture to visible sides including, but not limited to, a wrapped porch and similar sized windows. The exterior of all Residences must be constructed of brick, stucco, hardiboard siding (or equivalent material), and/or stone, with at least three sides of the Residence being at least 30% brick or stone. Log homes and log veneer siding are prohibited as is vinyl siding. Aluminum soffits and fascia trim are allowed, provided, the fascia trim is at least 6 inches in width. Aluminum or vinyl exterior siding is prohibited. Roof surfaces will slope a minimum of 5.5:12 pitch and will be 30-year asphalt architectural shingles, tile or slate shingles, unless approval of the Committee is received for the use of other roofing materials. Dormers and varied roof forms, ridge lines and pitches are encouraged. All Residences shall have at least sixteen (16) inch roof overhang on all elevations with second or multiple elevations designed with decorative brackets, beams or exposed rafters. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Unless otherwise approved by the Committee, colors of exterior materials will be (i) natural earth tones, including tans, browns, reds and greens, with appropriate accent colors, including white, black, dark blue, red, and dark green or (ii) white tones for craftsman-style designs. Each Residence must complement surrounding Residences and will not detract from the design, quality or appearance of the Property. The building and roof materials for detached garages and other outbuildings must be harmonious with the building and roof materials of the Residence. All final decisions with respect to these enumerated standards, the additional standards set forth in the Architectural Guidelines and their application to a particular proposed structure will be made by the Committee.

6.11 **Landscaping; Irrigation.** All front yards, side yards and rear yards will be landscaped and irrigated in accordance with the Architectural Guidelines. Landscaping will include a combination of turf, native grasses, trees, shrubs and other landscaping materials, as well as accompanying irrigation systems, as specified by the Architectural Guidelines. The minimum landscaping established by the Architectural Guidelines will be completed within one (1) year of issuance of a certificate of occupancy.

6.12 **Natural Contours, Grading and Drainage.** The natural contours of a Lot may not be modified in excess of 4 vertical feet without approval from the Committee. In any location where cuts exceed a 3 to 1 slope, Lot Owners must do at least one of the following to stabilize the slope until the disturbed area is properly re-vegetated: (a) use silt fencing; (b) use an erosion blanket; or (c) as approved by the Committee, construct a decorative wall or use natural rock. All disturbed areas must be covered with natural soil and planted with grasses or other appropriate plant material. Owners must ensure that

cuts and fills do not endanger any adjacent Lots or Public Areas. Each Lot Owner will minimize surface water runoff flowing from its own Lot. Each Owner will be responsible for grading his Lot to required specifications and will not hold Declarant responsible for any damage caused by drainage on or off its Lot. All grading associated with construction of a Residence will be completed prior to occupancy. All drainage swales located within the public utility and drainage easements and the perimeter of all Lots, as depicted on the Plat, are to remain unaltered unless written permission is given by the City Engineer. It is the responsibility of each Owner to maintain the drainage swales on such Owner's Lot.

6.13 Fences, Walls, Hedges and Screens. No fences, walls, hedges or non-living screens will be constructed on any Lot without approval from the Committee. The Committee shall endeavor to approve only such fences, walls, hedges and non-living screens as are similar in color, material and design to other such structures within the Property. Vinyl or aluminum slats in chain-link fencing are prohibited. Fences may not be constructed on slopes of 15% or greater. No fences, hedges, shrubs or other living landscaping or screens of any kind will be erected so as to pose a hazard to vehicular or pedestrian traffic, particularly near a driveway entrance. Any solid hedge within 20 feet of a front Lot line will be trimmed to a maximum height of 3 feet. Backyard fences will not exceed 6 feet in height. Side yard fences will not extend toward the front of the Lot beyond the front yard setback. Retaining walls exceeding 4 feet in height must be designed and certified as structurally sound by a civil or structural engineer. All fencing, walls, hedges or similar structures will be maintained in a first-class and attractive manner. When an Owner's installation, modification, removal or replacement of a fence, wall, hedge or other structure or landscaping element risks weakening the lateral support of an adjoining Owner's property, such Owner will install and maintain bracing to support and protect against damage to the adjoining Owner's property. Permitted fence materials include vinyl, masonry, wrought iron, trex, or other composite fencing with similar look and long-term wear characteristics.

6.14 Maintenance Responsibility. All Lots and the Improvements thereon will be maintained in a clean, sanitary, attractive and marketable condition and in good repair at all times and in such fashion as not to create a hazard or nuisance. Such maintenance will include, without limitation, repair and replacement of roofs, gutters, downspouts, exterior building surfaces, glass surfaces, walks, landscaping and other exterior Improvements. Each Owner will keep all shrubs, trees, grass and plantings of every kind on its Lot neatly trimmed and properly cultivated and will keep its Lot free of trash, weeds and other unsightly material. Each Owner will be responsible for maintaining utility lines within its Lot. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes will be restored within a reasonable period of time. Any monuments or fences that abut Public Areas shall be the responsibility of the Owner of the Lot on which each portion of such monument or fence is located.

6.15 Nuisances. No nuisance will be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants.

(a) **Noxious or Offensive Activity.** No noxious or offensive activity will be carried out on any Lot or in any part of the Property, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Property.

(b) **Unsightliness.** No unsightliness will be permitted on any Lot. This will include, without limitation, the open storage of any building materials (except during the construction of any Residence or addition); 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); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers screened from view in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle (except that open parking of vehicles on a Lot for a reasonable period of time to accommodate social guests of the

Lot's Owner shall be allowed), or equipment on the Lot in a manner that is visible from any other Lot or any street.

(c) **Lights.** Any outdoor lighting will be designed to direct the light downward and limit the field of light to the confines of the Lot on which it is installed. All outdoor lighting must be approved by the Committee and will comply with the night sky lighting requirements of the County Land Use Management Code.

(d) **Sounds.** No continuously barking dogs, crowing roosters, loud speakers or other noise-making devices may be used, maintained or permitted to continue on any Lot in a way that annoys or disturbs other Owners or residents or creates noise that might reasonably be expected to annoy or disturb other Owners or residents, except for security or fire alarms and noise incident to legitimate construction and maintenance work.

(e) **Pests.** No Owner will permit any thing or condition to exist upon any portion of the Property which will induce, breed or harbor infectious plant diseases or noxious insects or vermin.

6.16 Hazardous Activity Forbidden. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which could lead to the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms, and setting open fires (other than properly supervised and contained barbecues).

6.17 Animals. Ordinary household pets (but not more than two cats and two dogs) that do not constitute a nuisance may be kept on a Lot. Without exception, all dogs will be restrained on a leash when off the Owner's Lot. "Large Animals" and "Small Animals", each as defined in Section 10-102 of the Highland City Development Code, may be kept on a Lot, provided that such animals are maintained on the Lot in accordance with all applicable City ordinances, including, but not limited to, applicable City ordinances limiting the number of animals that may be kept on a Lot. Animal owners are responsible to immediately pick up all animal droppings that are deposited on the property outside of their own Lot. In no case may any household pet or other animal be kept at or around the Residence be allowed to create a nuisance for neighboring Lot Owners due to noise, odors or otherwise.

6.18 Motor Vehicles. Subject to applicable laws and ordinances, motor vehicles, including automobiles, motorcycles, ATVs, and other recreational vehicles, may be operated within the Property, but only on streets and driveways, or—for agricultural or maintenance purposes only—on the Lots. ATVs, and other recreational vehicles may only be operated between 7:00 a.m. and 8:00 p.m. Operation of motor vehicles on unoccupied Lots, or any other area of the Property designated by Declarant as off-limits to motor vehicles prohibited.

6.19 Signs. No signs will be permitted on any Lot or within the Property, except as set forth in this Section. Traffic-control signs placed by the City and signs warning of an immediate danger may be placed on any Lot or within the Property. Lot Owners may place on their Lots (i) for-sale signs, (ii) customary, temporary celebratory signs, including, but not limited to, "Welcome Home" signs and (iii) signs advocating for political candidates or causes, provided Lot Owners may not illuminate such signs and no such sign may exceed 3 square feet in size. Declarant may erect signs within the Property for purposes of marketing the Property, including announcing the availability of Lots or providing sales information.

6.20 **Underground Utilities.** All gas, electrical, telephone, television, and any other utility lines must be underground, including lines within any Lot which service installations entirely within that Lot.

6.21 **Service Facilities.** Clothes lines, service yards and storage yards are prohibited. Exterior mechanical equipment must be screened so as not to be visible from adjoining Lots.

6.22 **Sewer Connection Required.** All Lots are served by sanitary sewer service, and no cesspools, septic tanks or other types of waste disposal systems are permitted on any Lot. All Residences must be connected to the sanitary sewer system.

6.23 **Fuel Storage.** No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Residences will be heated with natural gas, solar or electric heat. Propane or other such containerized fuels may be used only during construction of a Residence until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues will be permitted.

6.24 **Antennas.** Antennas must be enclosed within a structure and not roof-mounted, except that no more than two satellite dishes, each measuring less than 24 inches in diameter, will be permitted. No ham radio receiver or transmitter antenna or other similar device will be attached to or installed on the exterior portion of any Residence, outbuilding, or Improvement or placed on any Lot without the approval of the Committee.

6.25 **Rubbish and Trash.** Dumping of trash or rubbish onto Public Areas or Lots is prohibited. Yard rakings, dirt and other material resulting from landscaping work will not be dumped onto Public Areas or other Lots. Without limiting the generality of the foregoing, the Owners will not allow any builder, contractor, or subcontractor to wash any cement truck or cement mixer or to dump or deposit any asphalt, concrete or other construction materials or debris which are not part of the Improvements to a Lot upon any part of the Property. An Owner will be directly responsible for any violation of this Declaration or damage to any of the Property caused by the Owner's builder(s), contractor(s), or subcontractor(s). Nothing contained herein will limit the amount of damages for which an Owner may be liable. The foregoing to the contrary notwithstanding, an Owner or the Owner's contractor may, during the period of construction as specified herein, place and maintain upon a Lot no more than one dumpster and one portable toilet facility.

6.26 **Completion of Construction.** The construction of any structure on any Lot, including painting and all exterior finish, will be completed within 12 months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the Committee. The construction area will be kept reasonably clean, free of litter and in workmanlike order during the construction period. If construction has not commenced upon any Lot within 12 months after acquisition by the Owner, the Owner will install the sidewalk, landscape, irrigate and maintain the Lot fully. The Committee may waive this requirement if it determines that construction will commence within a reasonable time. In any case, all unimproved Lots will be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon will be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

6.27 **Fire Protection.** All stacks and chimneys from fire places in which combustibles, other than natural gas, are burned will be fitted with spark arresters. Exterior fires are prohibited, except fires contained within appropriate receptacles as provided by City ordinance.

6.28 **Variances.** A variance from the standards and restrictions set forth in this Article may be allowed only with the approval of the Committee, for good cause shown.

6.29 **Compliance with the Law.** All activities on the Lots and use of the Lots will comply with applicable laws.

Article 7 ENFORCEMENT

Declarant or the Owner of a Lot or any portion of a Lot shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal).

Article 8 AMENDMENT AND REPEAL

During the Declarant Control Period, this Declaration may be amended or repealed by signature of the Declarant. After the Declarant Control Period, this Declaration may be amended or repealed by signature of the Declarant and 67% of the Lot Owners.

Article 9 MISCELLANEOUS PROVISIONS

9.1 **Joint Owners.** In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration will be a joint and several responsibility and the act or consent of any one or more of such persons will constitute the act or consent of the entire ownership interest.

9.2 **Affiliates.** Affiliates entering the Property under rights derived from an Owner will comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of its Lot and other areas within the Property. The Owner will be responsible for obtaining such compliance and will be liable for any failure of compliance by its Affiliates in the same manner and to the same extent as if the failure had been committed by the Owner himself.

9.3 **Nonwaiver.** Failure by any Owner to enforce any covenant or restriction contained in this Declaration will in no event be deemed a waiver of the right to do so thereafter.

9.4 **Construction; Severability; Number; Captions.** This Declaration will be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision will not affect the validity or enforceability of the remaining part of that or any other provision. As used in this Declaration, the singular will include the plural and the plural the singular, and the masculine and neuter will each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and will in no way limit any of the provisions of this Declaration.

9.5 Notices and Other Documents. Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail will be deemed made 24 hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: If to Declarant, 3135 Richmond Street, Salt Lake City, Utah 84106, Attn: Michael Christensen; if to an Owner, at the address given at the time of the Owner's purchase of a Lot, or at the Lot. The address of a party may be changed at any time by notice in writing delivered as provided herein.

9.6 Mortgagee Protection. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in the Property. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

[Signatures and Acknowledgments Follow]

Declarant has executed this Declaration on the date first set forth above.

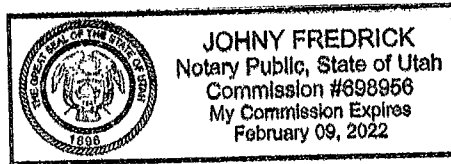
PYRUS HOLDINGS, LLC,
a Utah limited liability company

By: Michael Christensen
Name: Michael Christensen
Title: Manager

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

The foregoing instrument was acknowledged before me on OCT 1ST, 2018, by MICHAEL CHRISTENSEN, the MANAGER of Pyrus Holdings, LLC, a Utah limited liability company.

John Fredrick
Notary Public



CONSENT OF LIENHOLDER

D-10 Enterprises, LLC, a Utah limited liability company ("D-10"), as the holder of a lien encumbering certain real property pursuant to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, recorded March 19, 2018 in the official records of the Utah County Recorder as Entry No. 25360:2018 (as amended from time to time, the "D-10 Deed of Trust"), consents to the recording of this Declaration and subordinates its lien arising out of the D-10 Deed of Trust to the Declaration, as amended.

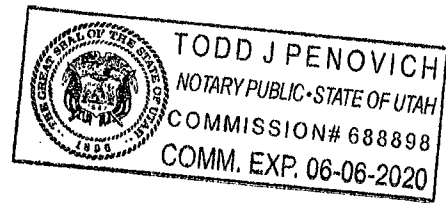
D-10 ENTERPRISES, LLC,
a Utah limited liability company

By: Ivan Day & Clark Day
Name: Ivan Day & Clark Day
Title: Trustees

State of Utah)
County of Canby) ss.

The foregoing instrument was acknowledged before me on October 1, 2018, by Ivan Day, Clark Day of D-10 Enterprises, LLC, a Utah limited liability company.

[Signature]
Notary Public



CONSENT OF LIENHOLDER

FWC Capital L.L.C., a Utah limited liability company ("FWC"), as the holder of a lien encumbering certain real property pursuant to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, recorded March 19, 2018 in the official records of the Utah County Recorder as Entry No. 25351:2018 (as amended from time to time, the "FWC Deed of Trust"), consents to the recording of this Declaration and subordinates its lien arising out of the FWC Deed of Trust to the Declaration, as amended.

FWC CAPITAL L.L.C.,
a Utah limited liability company

By: [Signature]

Name: Tyson Williams

Title: Manager

State of UTAH)
) ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me on October 1st, 2018, by TYSON WILLIAMS MANAGER of FWC Capital L.L.C., a Utah limited liability company.

[Signature]
Notary Public

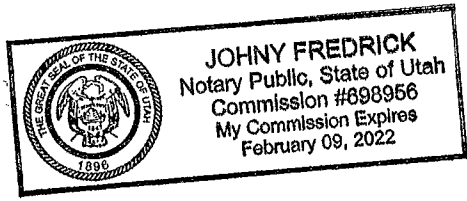


Exhibit A

Legal Description of the Property

Beginning at a point North 89°58'19" East along the North section line of said Section 2 and the centerline of 10400 North Street, 279.06 feet from the North Quarter Corner of Section 2, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°58'19" East along section line 432.86 feet; thence South 00°00'56" East 33.00 feet to the beginning of a boundary line agreement; thence along the boundary line agreement the following six courses: 1) South 02°17'42" West 230.75 feet; 2) South 00°07'22" West 165.53 feet; 3) South 01°14'24" West 237.32 feet; 4) South 01°30'30" West 263.11; 5) South 01°05'45" West 170.85 feet; 6) South 00°50'19" West 235.44 feet to a point on the North line of Rawson Subdivision Plat A; thence South 89°47'04" West along the North line of the Rawson Subdivision Plat A and the North line of the Vineyard View Subdivision Plat A 421.12 feet; thence North 00°32'16" West 350.21 feet; thence North 89°28'04" East 45.00 feet; thence North 00°32'16" West 194.24 feet; thence South 89°28'04" West 300.06 feet to a point on the centerline of 6000 West Street; thence North 00°09'53" West along the centerline of 6000 West Street 412.73 feet; thence North 89°58'19" East 279.06 feet; thence North 00°09'53" West 382.06 feet to the point of beginning.

Tax Parcel No.: 12-007-0075