

SHETLAND MEADOWS, L.L.C.
470 E. 3900 SOUTH, #200
SALT LAKE CITY, UTAH 84107

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR SHETLAND MEADOWS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SHETLAND MEADOWS (Declaration"), is made this 8th day of April, 1997, by SHETLAND MEADOWS L.L.C., a Utah limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter the "Lots" or "Property") in Tooele City, Tooele County, State of Utah, more particularly described as follows:

12-10-A-101 through 12-10-A-137; 12-10-A-164 through 12-10-A-170

All of Lots 101 through 170, Shetland Meadows Subdivision, Phase 1 according to the official plat thereof filed with the Tooele County Recorder in Tooele County, Utah.

12-10-138, 139, 140, 160, 161, 162 & 163

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

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

12-10-141A 147A+B
141B 148A+B
142A+B 149A+B
143A+B 150A+B
144A+B 151A+B
145A+B 152A+B
146A+B
153A+B
154A+B
155A+B
156A+B
157A+B
158A+B
159A+B

DATE 11-APR-1997 16:13PM 95468
FEE: 105.00 CHECK
DONNA S. MCKENDRICK, RECORDER
FILED BY RGO
FOR FIRST AMERICAN TITLE COMPANY
TOOELE COUNTY CORPORATION

**ARTICLE I
ARCHITECTURAL CONTROL**

SECTION 1. The Architectural Review Committee shall be composed of two (2) or more individuals so designated from time to time by Declarant during the Development Period. At any time after the expiration of the Development Period, the then Owners shall have the power through a duly recorded written instrument to change the membership of the Architectural Review Committee or to withdraw from the Architectural Review Committee or restore to it any of its powers or duties. The initial members of the Architectural Review Committee shall be Michael M. Brodsky and Gordon S. Etter (collectively, "initial members"). The Declarant may, during the Development Period, replace for any reason (including death or resignation) any of these initial members with other individuals selected by the Declarant in its sole discretion. Notwithstanding the foregoing, the members of the Architectural Review Committee shall serve for a term of one (1) year. All members of the Architectural Review Committee, other than the members designated by the Declarant during the Development Period, must be Owners. The members of the Architectural Review Committee shall serve without compensation.

For purposes of this Declaration, the term "Development Period" shall mean and refer to that period of time that is five (5) years from the date this Declaration is filed in the Office of the Tooele County Recorder, and the term "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. The Architectural Review Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Architectural Review Committee before the review process may commence.

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SECTION 3. No building, fence, wall or other structure (collectively, "Structures") shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design color and location in relations to surrounding structures and topography by the Architectural Review Committee.

SECTION 4. If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed a violation of the provisions of this Declaration and, promptly after the Architectural Review committee gives written notice thereof to an Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Owner has not taken reasonable steps to terminate such violation, any member (or its designee) of the Architectural Review Committee may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to all other Owners of the Property ("Community") for the cost thereof, and upon the failure of the Owner to pay such cost within ten (10) days after such Owner's receipt of written demand therefor from the Architectural Review Committee, the Community may institute legal proceedings to recover such costs as well as legal fees.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain in any Lot other than one (1) detached single family dwelling not to exceed two (2) stories in height, and private garages for not more than three (3) vehicles. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Review Committee.

SECTION 2. Dwelling, Duality and Size. The finished habitable area of any private dwelling shall be nine hundred (900) square feet or more, exclusive of open porches and garages. A covered breezeway between the garage and the home is acceptable.

SECTION 3. City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Tooele, Tooele County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Parking of RV vehicles is restricted to driveways or parking areas wholly contained on the Lots.

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SECTION 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

SECTION 8. Landscaping. All front and side yards must be landscaped within one (1) year after a dwelling is occupied. Rear yards of each dwelling must be landscaped within two (2) years of occupying such dwelling.

SECTION 9. Fences. Chain link fences shall be prohibited and all fences shall be a minimum of three feet (3') and a maximum of six feet (6') in height. No fences permitted in front yard except for fences on model homes during model home usage.

SECTION 10. Antennae. No radio aerial, antennae or satellite or other signal receiving dish, or other aerial or antennae for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antennae (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee, in accordance with this Declaration. Notwithstanding the foregoing terms of this subsection, (i) if the requirements that a Small Antennae installed on a Lot be placed in the rear yard of a dwelling would impair such Small Antennae's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antennae be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antennae on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antennae or Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither Declarant nor the Architectural Review Committee shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antennae" means any antennae (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

SECTION 11. Declarant and Builder Exemption. The provisions of this Article shall not apply to any Structures commenced, erected, or maintained by the Declarant or builder on any Lot or within the Property until after completion thereof by the Declarant or builder and conveyance to an Owner. Accordingly, none of

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the provisions of this Article shall apply to those dwellings which the Declarant or builder constructs an dwells at any time and from time to time upon the Property.

**ARTICLE III
GENERAL PROVISIONS**

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

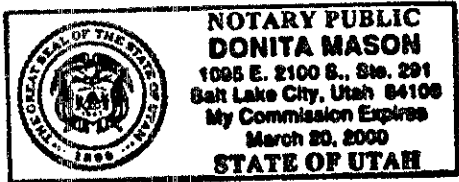
SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.


SECTION 3. Amendment. The covenants and restircitions of this Declaration shall run with and bind the Property, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless prior to the expiration of the then current term, a written instrument shall be executed by the then Owners of at least seventy-five percent (75%) of the Lots which are then subject to this Declaration. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

SECTION 4. Enforcement. Enforcement of this Declaration shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant, either to restrain the violation and/or to recover damages, including, without limitation, recovery of court costs and legal fees.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 8th day of April, 1997.

DECLARANT:
SHETLAND MEADOWS L.L.C.
a Utah limited liability company
By: Hamlet Homes Corporation

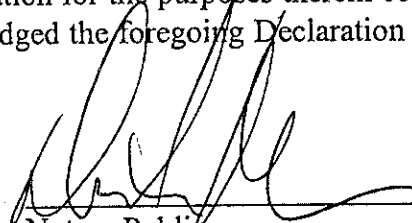



Michael M. Brodsky, Chairman

STATE OF UTAH, COUNTY OF SALT LAKE, to wit:

I HEREBY CERTIFY that on this 8TH day of APRIL, 1997, before me, the subscriber, a Notary Public of said State, personally appeared Michael M. Brodsky, Chairman of Hamlet Homes Corporation, Managing Member of Shetland Meadows L.L.C, a Utah limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing Declaration for the purposes therein contained by signing the name of said entity by himself as Member, and acknowledged the foregoing Declaration to be the act and deed of said entity.

My Commission Expires: 3/20/2000


Notary Public

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