

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MAPLETON HIGHLANDS ESTATES
A PLANNED RESIDENTIAL DEVELOPMENT
MAPLETON CITY, UTAH**

THIS DECLARATION ("Declaration") is made and executed this 8 day of Sept., 2007, by Mapleton Highlands, LLC, and each of its members, for itself, its successors, grantees and assigns (hereinafter referred to as "Declarant").

WHEREAS, the three members of Declarant are the fee owners of certain real property situated in Mapleton City, County of Utah, State of Utah, known as Mapleton Highlands Estates (the "Subdivision"), which is more particularly described as:

Commencing at a point being North 88°58'22" East along the section line 5.04 feet and South 1992.67 feet from the North ¼ corner of section 15, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S 00°45'49" E 244.71' feet; thence S 00°32'35" E 243.49' feet; thence S 89°19'48" W 983.41' feet; thence N 00°33'10" W 850.79' feet; thence N 01°00'02" W 162.43' feet; thence N 00°59'53" W 131.04' feet; thence N 88°47'25" E 379.15' feet; thence N 88°55'33" E 605.50' feet; thence 00°35'11" E 196.08' feet; thence S 00°34'26" E 247.88' feet; thence S 00°35'11" E 53.29' feet; thence S 89°24'49" W 266.76' feet; thence S 00°03'12" W 166.66' feet; thence N 89°24'49" E 268354' feet to the point of beginning.

WHEREAS, the Subdivision shall consist of twenty-one (21) residential lots and related common areas and facilities.

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future owners and Occupants of the Subdivision lots certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein, which shall run with and be a burden upon the Subdivision property.

WHEREAS, Declarant intends that the owners, Occupants, and all other persons hereafter acquiring any interest in the Subdivision lots shall at all times enjoy the benefits of, and shall hold their interest subject to, this Declaration, which is recorded in furtherance of establishing rules for

the use, occupancy, management, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision and the quality of life therein.

NOW THEREFORE, Declarant, for the purposes set forth above, declares as follows:

ARTICLE I DEFINITIONS

As used in this Declaration, the terms defined in the preamble have the meaning set forth above, and the following terms have the meanings set forth below:

1.1 "Assessments" shall mean the charges against Owners to defray the Common Area expenses as well as special assessments, capital improvement assessments, and other assessments as provided for in this Declaration.

1.2 "Association" shall refer to Mapleton Highlands Estates Homeowners Association, its successors and assigns, and shall include all Lot Owners of the Mapleton Highlands Estates Subdivision. The Association shall be incorporated as a Utah nonprofit corporation prior to the conveyance of the first Lot by Declarant.

1.3 "Board" shall mean the Board of Directors of the Association elected to serve as the managing body of the Association.

1.4 "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

1.5 "Declarant" shall mean and refer to Mapleton Highlands, LLC, its successors and assigns.

1.6 "Lot" shall mean and refer to any plot of land shown upon the recorded map of the Subdivision with the exception of the Common Area, together with all buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.7 "Occupant" shall mean a person or persons, other than an Owner, in possession or use of a Lot including, but not limited to, family members, tenants, guests, and invitees of any Owner.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Declarant shall be considered the record Owner of any Lot prior to its initial conveyance by Declarant.

1.9 "Residence" shall mean and refer to any dwelling structure built upon any Lot within the Subdivision.

1.10 "Restrictions" shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

ARTICLE II CREATION OF SUBDIVISION

Section 2.1. Declaration. Declarant hereby makes and declares the Restrictions contained herein, and Declarant hereby declares and agrees that all of the Lots shall be held, conveyed, transferred, sold, leased, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of Declarant, the Association, and each Owner, including their respective heirs, successors, and assigns.

Section 2.2. Name. The Subdivision shall be named and known as Mapleton Highlands Estates, is located in Utah County, and comprises the legal description set forth above. The name of the Association shall be Mapleton Highlands Estates Homeowners Association.

Section 2.3. Description of Lots. The square footage and location of the Lots are set forth on the plat map attached hereto as **Exhibit "A"**.

Section 2.4. Description of Common Area. The Common Area is comprised of all real property set forth in the plat map attached hereto as Exhibit "A" except for the plots designated thereon as Lots 1 through Lot 21.

ARTICLE III MAINTENANCE AND REPAIR

Section 3.1. Maintenance of Lots. Each Owner shall, at his own expense, maintain the exterior of the residence, garage, fences, and any outbuildings situated on that Owner's Lot.

Section 3.2. Maintenance of Common Area. The Association shall maintain the Common Area, including but not limited to, landscaping, streets, recreational facilities, and street lights. The Association shall also replace injured and diseased trees or other vegetation within the Common Area and plant trees, shrubs, and ground cover to the extent the Board deems necessary for the conservation of water and soil or for aesthetic purposes. The Association shall place such signs, markers, and lights in the Common Area as the Board may deem appropriate for the proper

identification, use, and regulation thereof. The Association shall also pay all utilities for services furnished to the Common Area.

Section 3.3. Owner Default. If an Owner fails to maintain his Lot, yard, and/or fixtures and structures thereon in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the attractive appearance and value of the Subdivision, or if an Owner shall fail to observe any covenant or restriction imposed under the terms of this Declaration, then the Board may give written notice to such Owner stating with particularity the nature of the default and the collective action which the Board determines to be required and requesting that the same be carried out within a period of fourteen (14) days after the giving of such written notice. If such Owner fails to carry out such action within the period specified in the notice, the Board may cause such action to be taken and levy a special Assessment for the cost thereof against said Owner, which Assessment shall be due and payable within thirty (30) days after the Board gives written notice thereof and to be secured by the Assessment lien created in this Declaration.

ARTICLE IV MANAGEMENT

Section 4.1. Association. The Association shall be organized no later than the date the first Lot is conveyed to an Owner other than Declarant to serve as the governing body for all Owners and shall make provisions for the maintenance, repair, replacement, administration and operation of the Common Area, assessment of expenses, and other valid purposes. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the terms of this Declaration.

Section 4.2. Membership. Membership in the Association shall consist exclusively of the Lot Owners and each Owner shall be a member of the Association so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. Upon the transfer of a Lot to a new Owner, the new Owner shall automatically become a member of the Association.

Section 4.3. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, including the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be members, although in no event shall more than one vote be cast with respect to any Lot. If members are unable to agree how their vote shall be cast, no vote shall be cast for that Lot.

Class B. The Class B member shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total outstanding votes in Class A membership equals the total outstanding votes in Class B membership. Until such time, the Declarant shall have the exclusive right to elect, appoint, and remove the members of the Board and officers of the Association.

Section 4.4. Board of Directors. The governing body of the Association shall be the Board elected pursuant to the operating agreement of Declarant. The Board shall consist of not less than three (3) members and not more than five (5) members. Except as otherwise provided herein, the Board may act in all instances on behalf of the Association. Except for Board members appointed by the Declarant, each Board member shall be an Owner or the spouse of an Owner (or if the Owner is a corporate entity, the officer, member, manager, or trustee thereof). If a Board member ceases to meet such qualifications during his term, he will immediately cease to be a Board member and shall be replaced immediately by the remaining Board members.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 5.1. Creation of Lien and Personal Obligation for Assessment. Each Lot Owner, by acceptance of a deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree to pay to the Association such Assessments to be fixed, established, and collected from time to time and as provided herein. The Assessments, together with interest thereon, collection charges, attorney fees, court costs, and other costs of collection as hereinafter provided shall be secured by a continuing lien upon the Lot against which each such Assessment is made in favor of the Association. Each such Assessment shall also be the personal obligation of the Owner of such Lot at the time the Assessment becomes due.

Section 5.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, the management, maintenance care, preservation, and protection of the Subdivision, enhancing the quality of life in the Subdivision and the value of the Subdivision and individual Lots therein, and the improvement and maintenance of the Common Areas.

Section 5.3. Regular Assessment. The Board is expressly authorized to adopt and amend budgets from time to time. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall adopt a pro forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Area expenses to be incurred for such fiscal year. The Board at that time shall determine the amount of the regular Assessments to be paid by each Owner. Each Owner shall thereafter pay to the Association his regular Assessment in equal monthly installments on the first day of each month. In the event the Board determines that

the estimate of total charges is, or will become, inadequate to meet all Common Area expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Area expenses and determine the revised amount of the regular Assessment against each Owner, and the date or dates when due. The Owners shall have no right to ratify any budget, or amendment thereof, adopted by the Board.

Section 5.4. Maximum Annual Assessments. Notwithstanding anything herein to the contrary, until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly regular Assessment chargeable to any Owner shall be \$75.00 per Lot. Beginning January 2 of said year, the Board may increase the annual regular Assessment by up to 25% in any given calendar year without a vote by the members.

Section 5.5. Capital Improvement Assessments. In addition to regular Assessments, the Board may levy in any fiscal year a capital improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a described capital improvement upon the Common Areas, including fixtures and personal property relating thereto. The Board shall not impose a capital improvement Assessment exceeding ten percent (10%) of the then estimated annual Common Area expenses without the approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.6. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 and 5.5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum.

Section 5.7. Uniform Rate of Assessment. Both regular and capital improvement Assessments must be fixed at a uniform rate for all Lots. Assessments may be collected on a monthly or annual basis as deemed necessary by the Board.

Section 5.8. Billing and Collection Procedures. The Board shall have the right and responsibility to adopt rules and regulations setting forth procedures for the purposes of making the Assessments provided herein and for the billing and collection of regular and special Assessments. The failure of the Association to send a bill to an Owner shall not relieve any Owner of his liability for any Assessment or charge under this Declaration, but the Assessment lien therefor shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days' written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing.

Section 5.9. Certificate of Payment. The Association shall, within twenty (20) days of written demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

Section 5.10. Special Assessments. Special Assessments shall be levied by the Board against a Lot and its Owner to reimburse the Association for (a) costs incurred in bringing an Owner and/or his Lot into compliance with the provisions of this Declaration or other applicable Association rules; and (b) attorney fees, interest, and other charges accrued against an Owner pursuant to this Declaration.

Section 5.11. Date of Commencement of Assessments. The regular and other Assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of title to an Owner.

Section 5.12. No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration. No Owner may waive or otherwise escape liability for any Assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 5.13. Effect of Nonpayment. The first day of each month shall be the Assessment due date for that month. Any Assessment not paid within thirty (30) days after the due date shall become delinquent, at which time a ten percent (10%) late fee shall be assessed, all of which shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or foreclose the Assessment lien. The Association may also, in its sole discretion, sell the Assessment lien. The Association's choice of a remedy does not waive or preclude the Association's right to pursue another remedy at a later date. If the Association hires an attorney to deal with a delinquent Owner, said Owner shall be liable to the Association for all costs and attorney fees incurred in so doing. Any foreclosure provided for herein shall be conducted in compliance with the relevant Utah Code provisions. The Board, at its sole discretion, shall have the power to bid at any such foreclosure sale and to acquire, hold, lease, mortgage, and convey such Unit.

Section 5.14. Subordination of Lien to Mortgages. The Assessment lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect an Assessment lien.

ARTICLE VI EASEMENTS

Section 6.1. Common Area Easement. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot subject to:

- a. the right of the Association to charge Assessments as provided herein for the maintenance and repair of the Common Area;
- b. the right of the Association to suspend any Owner's use the Common Area for such time as Assessments charged against that Owner's Lot remain unpaid; and
- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility at its sole discretion or as provided in Section 6.3 herein.

Section 6.2. Public Utilities. Easements for installation and maintenance of utilities, drainage of facilities and storage of storm water are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed, or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels, or which may obstruct or impede the flow of water through drainage channels in the easements or which may prohibit the storage of water in the easements. All power and telephone lines must be run underground except those as currently existing as of the date of final plat recording at the Utah County Recorder's Office.

Section 6.3. Retention Basin. The Association has executed a quitclaim deed for the retention basin known as "Lot 22" on the recorded plat, with Mapleton City named as the grantee therein. Said quitclaim deed is being held in escrow by Mapleton City. If at any time the Association becomes insolvent or is otherwise financially incapable of improving and maintaining the retention basin, then Mapleton City shall, in accordance with the escrow instructions submitted with the quitclaim deed, have authority to record said quitclaim deed or, if necessary, a substitute quitclaim deed. Upon such recording, Mapleton City will be solely responsible to maintain the retention basin and the Association shall be released from all liability therefor.

ARTICLE VII USE RESTRICTIONS

Section 7.1. Lots and Square Foot Requirements. Lots shall be used for residential purposes in accordance with local zoning ordinances. No building or structure shall be erected on any Lot except one (1) single family residence not to exceed two (2) stories in height and an attached, private garage for not less than two vehicles. Every residence shall have a minimum living area above ground of one thousand eight hundred (1,800) square feet. Two-story homes must have a minimum square footage of twenty-two hundred (2,200) square feet of living area

above ground. All residences must be erected on site. No mobile, prefabricated, pre-constructed, or split-level homes will be allowed.

Section 7.2. Garages. Each residence shall include an attached garage, which must be fully enclosed and accommodate a minimum of two cars. Such garages shall be for the enclosure of the regularly operated vehicles of the Lot owners and/or residents and are not to be used for storage. Carports and other open storage areas are not acceptable. Detached garages which will accommodate two or more vehicles may be permitted behind the main structure or may be allowed upon written approval of the Board or its designated committee.

Section 7.3. Exterior. All residence and garage exteriors shall consist of a minimum of 50% brick, stone veneer, rock, and/or cultured stone. No aluminum or vinyl shall be allowed. Keystones, corner quoins, and other cast trims will be encouraged, based on design. Partial wood siding or stucco may be approved. Stucco shall be of a high-quality, synthetic brand such as Drivit or Sto brands. Use of manufacturers' warranted methods of installation (*i.e.*, EIFS) is encouraged. Once a residence is constructed, the applicable Owner shall maintain the residence in a state of good condition and repair. All residence plans and designs shall be prepared by architects or qualified residential designers of outstanding ability whose previous work may be reviewed as part of the approval process.

Section 7.4. Roof, Soffit, and Facia. Roof material shall be restricted to wood shingles or shakes, slate, tile, or asphalt shingles, all of which must be of architectural grade or better. The minimum roof pitch guidelines on all major sections shall be as follows: for single story homes 8/12 pitch; and for two story homes 6/12 pitch. All roof designs (including pitch), soffit, and facia material are subject to the approval of the Board or its designated committee.

Section 7.5. Outbuildings. Detached accessory buildings for storage and other purposes may be allowed, subject to the written approval of the Board or its designated committee. All outbuildings shall meet all applicable zoning with respect to size or location, or any other requirements, including the avoidance of recorded easements. All outbuildings must be of the same general color and construction quality as the home and blend with the area as to not detract from the overall appearance of the subdivision. Outbuildings may not be located adjacent to the front setback of the lot or closer than twenty (20) feet from any dwelling or another outbuilding. No outbuildings may be constructed prior to a residence on any Lot.

Section 7.6. Fencing. No fence or other similar structure shall be erected in any front yard of a residence to a height in excess of three and one half (3 ½) feet, nor shall any fence or similar structure be erected in any side or rear yard to a height in excess of six (6) feet. On corner Lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one half (3 ½) feet.

Section 7.7. Paving. Driveways, walkways, and other flat paved areas must be broom-finished concrete, stamped-finished concrete, quarry tile, brick, or paving blocks. If driveways are more than seventy (70) feet long asphalt may be allowed provided they are bordered and accented by one of the above described materials. Gravel or other types of paving are only permitted for access and egress from the rear of any Lot and only if agreed upon by the Board or its designated committee.

Section 7.8. Construction. Lot Owners are responsible for any damage to the curb, gutter, sidewalk, and streets caused by their building contractors during construction. Lot Owners are also responsible for all construction material garbage or debris during construction. Excavation dirt shall not be permitted on any street or sidewalk. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber, and other building materials will be piled only in such areas as may be approved by the Board or its designated committee.

Section 7.9. Mailboxes. Mailboxes are to be of a design and color approved in writing by the Board or its designated committee.

Section 7.10. Setbacks. Owners shall comply with all setback ordinances and other requirements of Mapleton City.

Section 7.11. Completion of Construction. Any residence or other building in the Subdivision, the construction of which has been commenced, shall be completed without delay, except when such delay is caused by acts of God or other persons or forces beyond the control of the Owner. Financial inability of an Owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a force beyond said Owner's control. In the event of cessation of construction of any building for a period of 120 days, the Declarant shall have the right to enter upon such uncompleted property and remove the same or carry such construction work to completion, and the expense incurred in connection with the removal or completion of such building shall become a lien upon the Lot and improvements thereon which may be foreclosed either as a mechanic's lien and/or as a mortgage made on real property.

Section 7.12. Signs. No signs, billboards, or advertising structures may be erected or displayed on any Lot. Notwithstanding the foregoing, a single "for sale" sign, not more than 3' x 5' in size, may be posted on any Lot the relevant Owner is actively attempting to sell. In addition, construction signs may be displayed on Lot premises for such time as active construction is taking place. At its sole discretion, the Association may place any other signs in or around the Subdivision that are deemed necessary, provided that all such signs shall be removed at such time that all Lots in the Subdivision are sold. All sign placement shall be in accordance with the local city ordinances then in effect.

Section 7.13. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or within the Subdivision, nor shall any activity which might become a nuisance or annoyance to Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Lots. No Owner or Occupant shall engage in activity within the Subdivision in violation of any law, ordinance, statute, rule or regulation of any local, county, state, or federal body.

Section 7.14. Temporary Structures. No structures of a temporary character, including trailers, tents, shacks, barns, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements. Under no circumstances shall any building materials be stored in the streets, the Common Areas, or on a Lot not under construction.

Section 7.15. Pets. Livestock, poultry, illegal or large animals of any kind are prohibited within the Subdivision. Domesticated animals or household pets which are not considered dangerous or do not have dangerous propensities may be kept in the residences provided that they are not kept in numbers or under conditions objectionable to other Lot owners and are not kept, bred or maintained for commercial purposes. The Board shall have the right and power to prohibit or place any condition on any particular pet from being kept within the Subdivision should the Board feel in its discretion that the keeping of that pet violates the letter or intent of this Declaration.

(a) Pets which, in the Board's sole discretion, constitute a nuisance are prohibited. Actions deemed a nuisance include, but are not limited to, annoying or unreasonable howling, crying, barking, scratching, screeching, running at large, attacking, chasing or worrying any person or animal, or any unsanitary or offensive practice.

(b) Pet owners are strictly liable and fully responsible for all personal injuries and/or property damage caused by their pets. Pet owners are responsible for removing their pets' droppings from the Common Areas. In the event the Association determines in its sole discretion that pet owners are generally not removing their pets' droppings from the Common Areas, then the Association may access a surcharge on all pet owners.

(c) All pets must be registered and inoculated as required by law.

(d) All pets must be leashed when outside any dwelling. Pets running loose shall be turned over to an animal control agency.

(e) All pet ownership must meet the requirements of the Mapleton City animal ordinance.

Notwithstanding the foregoing, so long as horses are allowed under all applicable laws and ordinances, horses are not prohibited under this Section 7.15.

Section 7.16. Parking and Storage. No inoperative automobile shall be placed or remain on any driveway or adjacent street for more than forty-eight (48) hours. No commercial vehicles shall be parked or stored on the front yard setback of any Lot, or within the side yard building setback on the street side of a corner Lot, or on the street, except while engaged in delivery or transportation. Trailers, mobile homes, trucks over 3/4 ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient access should be planned and provided for in the designing of the home, to permit storage of trailers and recreational-type vehicles in the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial material is prohibited. No pads used for the storage of vehicles or other material shall be constructed within the front yard setback requirements of any Lot. The front yard shall remain unoccupied and unobstructed by buildings, vehicles, or any other item deemed a nuisance by the Board or its designated committee.

Section 7.17. Laundering. Facilities for handling, drying, or airing clothing or household fabrics shall not be located in the front or side yard of any residence and, to the extent they exist in any back yard, must not be visible from the street.

Section 7.18. Garbage and Unsightly Items. No Lot shall be used or maintained as a dumping ground for garbage. No trash, ashes, or any other refuse may be dumped, deposited, or otherwise disposed of on any Lot. All homes must subscribe to a city garbage disposal service. If an Owner chooses to maintain garbage receptacles outside of a garage or other approved outbuilding, that Owner will be responsible for providing an enclosed storage area that is not visible from the street.

Section 7.19. Landscaping. All Lots must be fully landscaped or tended from the front curb (including all parking strips) to the rear property line. Front and side landscaping requirements shall be completed within one (1) year of occupancy. Rear yards are to be completed within two (2) years of occupancy. All yards shall be kept in good repair and maintained by the Owner thereof in a clean, safe, and attractive condition. Lawn, weeds, and shrubs must be cut and controlled.

Section 7.20. Common Area Restrictions. Owners may not damage, remove or modify any Common Area or improvement thereon. Any damage shall be repaired at the responsible Owner's expense and to the full satisfaction of the Association. Persons under the age of 18 are not permitted in the Common Area after 10:00 PM unless accompanied by an Owner. Littering, garbage and other waste left in the Common Area is prohibited. Motorcycle or other motorized vehicle riding on any landscaped area or children's play area is prohibited. Personal property left

in the Common Area is prohibited. Vehicle or other personal property repair or maintenance is prohibited in the Common Area.

Section 7.21. Driving and Vehicles. Driving motorized vehicles on sidewalks or landscaped areas is prohibited. All drivers of motorized vehicles must have a valid driver's license and comply with all local and state traffic rules and regulations. Pedestrians crossing any of the streets within the Subdivision have the right-of-way. All vehicles of any kind must conform to any and all applicable state and municipal laws governing the licensing and operating condition of vehicles. Vehicles which violate any provision contained in this Declaration may be towed at the applicable Owners' expense.

Section 7.22. Single Family Occupancy. The use of each Lot is restricted to single family occupancy. No industry, business, trade, or commercial activities (other than home professional pursuits without employees, public visits, or nonresidential storage and mail), or other use of any Lot shall be conducted, maintained, or permitted.

Section 7.23. Architectural Control. No exterior changes or modifications whatsoever shall be commenced, erected, or maintained on a completed residence, garage, or outbuilding without the prior written approval of the Board or its designated committee. By way of example, such exterior changes include, but are not limited to, painting, landscaping, repairs, excavation, doors, fireplaces, skylights, storage buildings, awnings, decorative alterations or other work which in any way alters the exterior appearance of a completed residence. In addition, no building, fence, wall or other structure shall be erected or maintained without the prior written approval of the Board or its designated committee.

Section 7.24. Lighting. Exterior lighting fixtures and walkway and landscaping lights must be approved in writing by the Board or its designated committee.

Section 7.25. Variances. The Board may, at its option and in extenuating circumstances, grant variances from the Restrictions if the Board determines in its discretion that (a) a Restriction would create an unreasonable hardship or burden on an Owner or Occupant or (b) a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete and (c) the activity permitted under the variance will not have any substantial adverse effect on other Owners or Occupants and is consistent with the high quality of life intended for the Subdivision in general.

ARTICLE VIII INSURANCE

Section 8.1. Insurance. The Association shall procure and maintain adequate liability and hazard insurance on property owned by the Association. Owners and other Occupants are responsible for procuring insurance on their Lots and the contents thereof.

Section 8.2. Common Area Insurance. The Association shall keep all insurable improvements and fixtures of the Common Area and amenities insured against loss or damage by fire for the full insurance replacement cost thereof. The Association may obtain additional insurance against such other hazards and casualties as the Association may deem desirable, and may also insure any other property, whether real or personal, which is owned by the Association, against loss or damage by fire and such other hazards as may be deemed desirable, with the Association as the owner and beneficiary of such insurance. Insurance coverage shall be written in the name of the Association, with the proceeds to be used by the Association for the repair or replacement of the property for which the insurance was carried. All applicable insurance premiums shall be paid by the regular Assessments charged by the Association. In the event of damage to or destruction of any part of the Common Area, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. This Reconstruction Assessment is in addition to any other General Common Assessments made against such Lot Owners.

Section 8.3. Annual Review of Policies. All Association insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE IX GENERAL PROVISIONS

Section 9.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all Restrictions now or hereafter contained within this Declaration. Any Owner complaints of rule infractions must be made in writing to the Board. Failure by the Association or by any Owner to enforce any Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Severability. Invalidation of any provision herein by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 9.3. Amendment. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of then-existing Lot Owners. Any such amendment must be recorded.

Section 9.4. Effective Date. This Declaration shall become effective upon its recordation in the Office of the County Recorder of Utah County, State of Utah.

IN WITNESS WHEREOF: the undersigned, being the Declarant, has caused this instrument to be executed this 8 day of Sept, 2007.

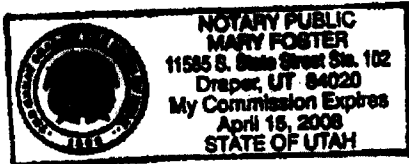
Mapleton Highlands, LLC

By: [Signature]
Its: Travis Pera, Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4th day of September 2007, by Travis Pera, the Manager of Mapleton Highlands, LLC.

[Signature]
NOTARY PUBLIC



Waterton Highlands, LLC

By [Signature]
Its Rosemary Smith, Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

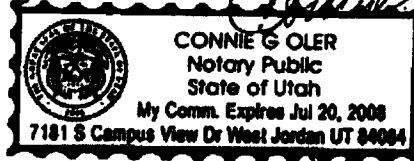
The foregoing instrument was acknowledged before me this 4th day of September 2007, Rosemary Smith, the manager of Waterton Highlands, LLC.

Mapleton Highlands Properties, LLC

By [Signature]
Its Kevin Larsen, Manager

[Signature]
11-8-07

STATE OF UTAH)
 :SS
COUNTY OF UTAH)



The foregoing instrument was acknowledged before me this 8th day of November 2007, by Kevin Larsen, the Manager of Mapleton Highlands Properties, LLC.

The Highlands at South Pointe, L.L.C.

By [Signature]
Its Travis Pera, Manager

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 4th day of September 2007, by Travis Pera, the Manager of The Highlands at South Pointe, LLC.

[Signature]
Notary

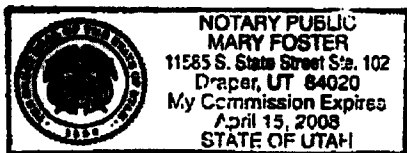
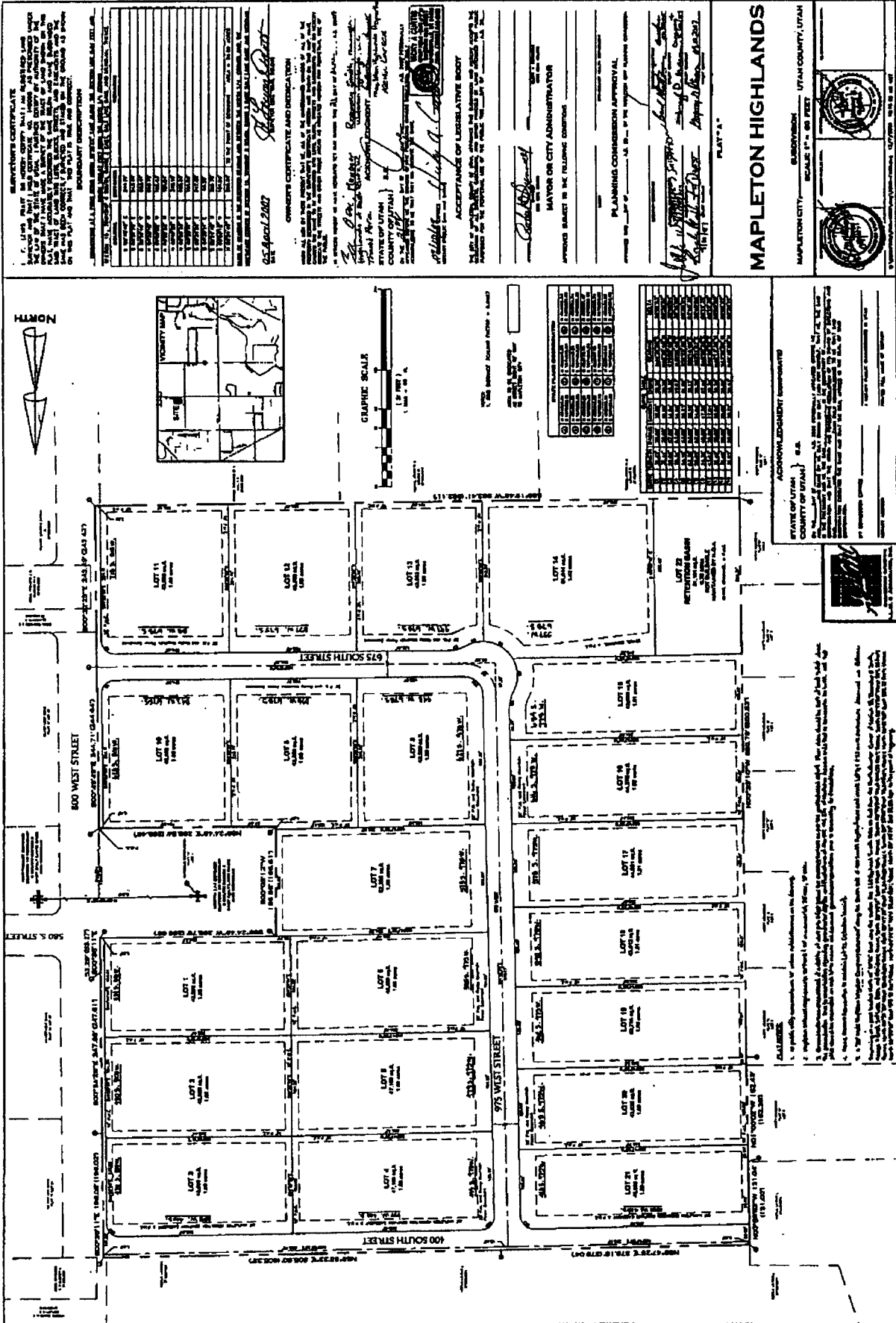


Exhibit "A"



PLANNING COMMISSION APPROVAL

APPROVED BY: [Signature]

DATE: [Date]

MAYOR OR CITY ADMINISTRATOR

APPROVED BY: [Signature]

DATE: [Date]

PLANNING COMMISSION APPROVAL

APPROVED BY: [Signature]

DATE: [Date]

MAPLETON HIGHLANDS

SCALE: 1" = 80' FEET

UTAH COUNTY, UTAH

ACKNOWLEDGMENT COMMENTS

STATE OF UTAH, COUNTY OF UTAH

[Signatures and stamps]