

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR PAYSON VIEW ESTATES PLAT F
SUBDIVISION**

The undersigned is the owner of the real property ("property") in the County of Utah, State of Utah described as:

See Exhibit "A"

The property presently consists of Payson View Estates Plat F Subdivision. The undersigned has deemed it desirable to provide a general plan for the architectural control of all of the property and for the establishment of covenants upon the property for the purpose of enhancing and protecting the value and attractiveness of the property.

Title to all of the lots located within the property may be sold only subject to these protective covenants, conditions, and restrictions as set forth below.

The undersigned hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors, and assigns. These covenants, conditions and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any lot or part thereof and shall inure to the benefit of each owner thereof.

The Owner hereby acknowledges that it is aware of the Payson City Sensitive Lands Ordinance. Although the property is not in the Sensitive Lands area, the Owner will strive to comply with such ordinance in regards to construction or grading on the individual lots, specifically with the following sections of the ordinance: 21.3.6 (Grading Standards), 21.3.7 (Streets and Site Access), 21.3.8 (Driveways), 21.3.11 (Re-vegetation and Land Reclamation), and 21.6.3 (Maximum Limits of Disturbance).

ARTICLE I

Definitions

The Following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Lot" shall mean and refer to a recorded Lot within the existing property upon which there has been or will be constructed a single-family dwelling.

Section 2. "Owner" shall mean and refer to the current or future record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

Payson View Estates Architectural Committee

Section 1. Membership. The Payson View Estates Architectural Committee (hereinafter "Architectural Committee" or "Committee") is comprised of Scott Dunn, James Patterson, and David Cottle. Decisions of the Committee shall be by majority vote, and a majority of the Committee may designate a representative to act for it. The Committee may fill vacancies in the committee and remove members thereof in its discretion; provided, however, that when ninety percent (90%) of the land comprising the saleable property has been sold (either by deed or under contract of sale), then thereafter, upon designation by eighty percent (80%) of those who are owners (either in fee or by contract of purchase) of land comprising the property, of some person or persons who such person or persons to the Committee, and if necessary, will remove from said Committee existing member or members in order to create vacancies for the new appointments; provided further, however, that one person designated by the Undersigned shall always remain a member of said Committee if the Undersigned so desires. The functions of the Committee shall be, in addition to the functions set forth elsewhere in the Declaration, to pass upon, approve, or reject any plans or specifications for structures to be erected on lots within the property, so that all structures shall conform to the restrictions and general planes of the Undersigned, and of the Committee, for the improvement and architectural control of the entire property. Nothing in the paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in the Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval, or power made by the Committee must be by at least two members.

Section 2. Enforcement. The Committee or any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or in equity all restrictions, or conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including but not limited to, the right to prevent the violation of any such restriction, conditions, covenants or reservations and the right to recover damages for such violation incurred by the enforcement of the covenants, conditions, and restrictions found within this Declaration.

ARTICLE III

New Building and Procedure

Section 1. *Payson View Estates Architectural Committee Approval*

Required.

- (a) No building or structure, including, but not limited to, tennis court or swimming pool, shall be erected, placed, altered, or remodeled on any Lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have the prior written approval of the Architectural Committee as to: location in respect with the topography and finish grade elevation; height; design; quality of the materials; harmony of external design with existing structures; and compliance with the covenants, conditions and restrictions set forth herein.
- (b) The approval process will commence as soon as the proposed architectural or improvement plans are tendered to the Architectural Committee. A response to the proposed plan will be given within a reasonable time to the applicant.
- (c) The approval or disapproval of any building or structure must be given by the Architectural Committee. All decisions of the Architectural Committee shall be final, and neither the Architectural Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The Architectural Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building, and the Architectural Committee shall have no responsibility or liability therefore.
- (d) The Committee has the authority to judge buildings, materials, fences, painting, etc., on whatever basis available to it with the aim of preserving what it feels is the best interest of the property owners represented. These shall include aesthetics, reasonable protection of view, permanence of materials, etc. All decisions of the Committee shall be final.

Section 2. *Custom Design.* To maintain a degree of protection to the Investment that homeowners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

Section 3. Preliminary Plans. (To be filed for approval and accepted before final plans are begun). Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence. Preliminary Plans shall include as minimum the following:

- (a) Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point of the street.
- (b) Floor plans of each floor level to scale.
- (c) Elevations to scale of all sides of the house.
- (d) One major section through house.
- (e) A perspective (optional).

Section 4. Final Plans. (Final Plans are to be filed for approval and accepted before construction is begun). Specifications shall give complete descriptions of materials to be used supplemented with a notation of the colors of all materials to be used on the exterior of the residence. Final Plans shall include as minimum the following:

Section 5. Building Material Placement. 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, and then, the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

Section 6. Completion of Building. When the construction of any residence or other structure is begun, work thereon must be carried out diligently and completed within sixteen (16) months of date of commencement of such site excavation.

Section 7. Moving of Structures. No building which was formerly located in another site shall be moved on to a Lot in this project without written approval of the Payson View Estates Architectural Committee. Also, modular homes are restricted from being placed on a lot in this project.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 9. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Payson City Ordinances.

Section 10. Prohibitions Against Soil Erosion and Runoff. It shall be the responsibility of the property owner to direct site work relative to the Lot in such manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring

property or into the storm drainage system. Lot owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed.

Section 11. Structural Fill Requirements. Each dwelling in the development shall satisfy the requirements of the geo-technical report for phase II of the Payson View Estates Subdivision. Due to moderately collapsible soils upon wetting, all buildings must have a minimum of twenty-four inches (24") of structural fill placed below all footings in this plat unless a site-specific engineered foundation is submitted to and approved by Payson City. A minimum of four inches (4") of free draining gravel is required beneath all floor slabs. All buildings are to satisfy seismic Zone 3 requirements. All building foundation sub grade shall be proof-rolled to a non-yielding surface. All soft spots identified during proof rolling should be excavated and replaced with structural fill. It is the sole responsibility of the lot owner to comply with all structural fill and geo-technical report requirements.

Section 12. Dwelling Quality and Size. The intentions and purpose of the covenants is to assure that all dwellings shall be built with quality materials and good workmanship. The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than One Thousand Two Hundred (1,200) square feet, with the exception of lots # 102 & 103 which shall have a minimum requirement of One Thousand Three Hundred (1,300) square feet. If the structure has a main floor and a second floor (two story), then the total floor area shall be not less than One Thousand Eight Hundred (1,800) square feet, with the exception of lots # 102 & 103 which shall have a minimum requirement of One Thousand Nine Hundred Five (1,950) square feet. The architectural design will be as equally important as the size.

Section 13. Exteriors. Exterior material of all dwellings shall be primarily brick, stucco, stone, cast stone, vinyl siding, or other material acceptable to the Architectural Committee. The roofing materials shall be either approved wood shingles (with acceptable fire rating), composition asphalt shingles, or tile. The use of natural earth tones will be encouraged and muted colors will be required. No white siding or other highly reflective materials or other bright colors will be allowed, except for trim and small cosmetic areas, in limited amounts. All exterior elevations and colors shall be approved by the Architectural Committee. Home exteriors shall conform to the general theme of neighborhood design as determined by the Architectural Committee. The use of cathedral windows or other large areas of reflective materials, such as glass, perpendicular to the natural slope is prohibited.

Section 14. Roof Lines. Roof lines must be kept at 5/12 slopes or higher, unless special permission is granted by the Architectural Committee upon review of plans, specifications and Lot location. The primary slope of the roof shall be parallel to the natural slope.

Section 15. Garages and Driveways. Every dwelling must have a minimum of a two (2)-car garage and a driveway leading thereto large enough to accommodate two cars parked side by side.

Section 16. Detached Accessory Buildings. A detached accessory building may be permitted and shall be subject to all of the covenants, conditions, and restrictions, imposed by Article II hereof. The detached accessory building shall compliment in design and composition the dwelling placed on the premises and in to event shall such accessory building be permitted with a height greater than the dwelling itself. The height of any accessory building shall be restricted to eighteen feet in accordance with Payson City ordinances. The design and site plans of such accessory building shall be submitted to the Payson View Estates Architectural Committee for approval prior to obtaining a building permit and commencing to construction of such accessory building.

Section 17. Surface Drainage Requirements.

- (1) The Ground surface should be graded away from the structures in all directions with a minimum fall of eight inches (8") in the first ten feet (10')
- (2) Roof runoff should be collected in rain gutters with downspouts designed to discharge well outside of the backfill limits.
- (3) Sprinkler heads, should be aimed away form the foundation walls and be located at least 36 inches (36") away from the walls.
- (4) Provide adequate compaction of foundation backfill i.e., minimum of ninety percent (90%) of ASTMD 1557. Water consolidation methods should not be used.
- (5) Uphill Lots shall be graded such that all draining will be retained on the lot or directed to the road.
- (6) Other precautions, which may become evident during design and construction, should be taken.

Section 18. Retaining Walls. When there is more than a two-foot (2') difference in lot elevation at property line after grading, including final grade, property owner will be required to construct a retaining wall. Retaining walls must meet the requirements of the International Building Code and Payson City Standards, such that storm water will not be allowed to drain over the wall.

Section 19 Landscaping. Buyer will agree to landscape the front yard, including automatic sprinkler system, prior to issuance of a Certificate of Occupancy from Payson City. If, due to inclement weather or other acceptable excuse, the landscaping can not be completed prior to issuance of a Certificate of Occupancy, a sum, no less that One Thousand Dollars (\$1,000) or One Thousand Five Hundred (\$1,500) for corner lots, to complete the landscaping may be placed in escrow for a period not to exceed six (6) months. Landscaping is the sole responsibility of the Buyer. Each lot must be fully landscaped within five years of the completion of home. In order to assure uniformity of street appearance, no trees are to be planted upon city property or property

on the street side of any through sidewalk without specific approval of the Committee and the City. Recommended vegetation/trees include: evergreen varieties, scotch pine, blue spruce, native trees, oak brush, and mountain maple. The following trees, because of their undesirable characteristics, are prohibited in the Payson View Estates Plat F Subdivision:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Placanus Occidentalis	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Bolleana	Bolleana Poplara
Populus Angustifolia	Narrow-leaf Poplar
Populus Deltoides	Carolina Poplar
Populus Fremontii	Fremont's Poplar
Populus Nigra Italica	Lombardy Poplar
Robinia Pseudoacacia	Black Locus
Ulmus Pumila	Siberian Elm

Section 20. Fences. Fences are not prohibited, however, when fences are constructed wood fencing is strongly encouraged. All fences must be approved by the Architectural Committee and will be in compliance with Payson City ordinances.

Section 21. Lighting. As required by Payson City, each home will have a backlit house number visible on the front of the home.

Section 22. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All refuse containers shall be kept in clean and sanitary conditions. No unsightly material or objects are to be stored on any of the property in view of the general public. No trash, ashes nor any other refuse may be dumped or thrown on any Lot or on portion thereof. All homes must subscribe to city garbage disposal service.

Section 23. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the Owner's premises or on a leash under the handler's control.

Section 24. Satellite Dishes, Other Structures. Satellite dishes, statues, fountains, and other similar items must be submitted for approval through the Committee.

Section 25. Ingress/Egress. No Lot within the subdivision shall be used for the permanent purpose of ingress and/ or egress to another property inside or outside of this subdivision.

Section 26. Vehicles, RV's, Trailers. Lot owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicles on the street during their visit, but not to exceed one week at a time. Vehicles shall not park on the street during the winter months of October through April in accordance with Payson City Ordinances. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles parked on any lot shall be screened from view with attractive and well maintained vegetation, an attractive and well maintained fence, or other sight obscuring structures approved by the Committee.

Section 27. Storage Tanks. No tank for the storage of fuel is allowed in the development.

Section 28. Signs. No signs, billboards nor advertising structures may be erected or displayed on any lots hereinbefore described or parts of portions thereof, except that a single sign, not larger than six (6) square feet in size advertising a specific unit for sale or house for rent, or project/construction sign not larger than thirty-two (32) square feet in size, may be displayed on the premises affected.

Section 29. Nuisances. No noxious, offensive, or illegal activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles that are unsightly in the opinion of the Architectural Committee will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats, or other vehicles are to be stored on streets or front and side yards, except on a temporary basis only and provided they are in running condition and properly licensed.

Section 30. Pressurized Irrigation. Only the homes and/ or lots that have direct access to Riley Drive shall be serviced with Pressurized Irrigation as per Payson City requirements. All other homes and lots in Plat F will not have Pressurized Irrigation (specifically Lots # 94, and 100-104 will NOT have Pressurized Irrigation).

ARTICLE IV

General Provisions

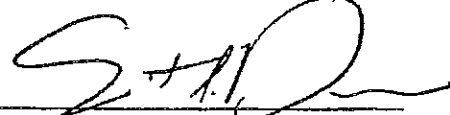
Section 1. Amendment. The said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

Section 3. No Recourse. The Protective covenants, conditions and restrictions set forth in the Declaration are established for the benefit of this subdivision. Any damage, loss, claim or liability of whatsoever nature which may arise due to any decision, act or failure to act regarding this Declaration, by the Undersigned or any of its agents, employees, member of any committee, heir, assign and successor in interest of every kind and nature shall be exempt from any civil claim or action brought by any person owning or having an interest in any lot or property within the subdivision or by any other person. The Undersigned shall be held harmless from any and all such actions or failures to act and exempt from any civil claim or action resulting from any act or failure to act, whether intended or implied. Any errors or omissions in the design of any building or landscaping or any violation of city or county ordinance is the sole responsibility of the owners. In the event proper procedures have not been followed in regards to any of these covenants, conditions and restrictions, these covenants, conditions and restrictions will continue to govern and preside in full force and effect and will remain fully enforceable to all property owners. Owners shall furthermore have the duty to indemnify and defend the Undersigned from all actions of whatsoever nature arising from or in every connection with the Declaration. The duty to defend and indemnify and hold harmless shall survive every revocation, rescission or other nullification and shall survive every modification and amendment to this Declaration unless the Undersigned shall agree in writing to the contrary. Notwithstanding any other provision of this Declaration, Buckeye Properties, LLC and Scott Dunn shall not be considered (an) owner(s) or property owner(s) for purposes of the stated duty to defend, hold harmless and indemnify. All improvements not complete at this time, whether or not required by regulation, ordinance or other entity, are the sole responsibility of the purchaser and/or homeowner association.

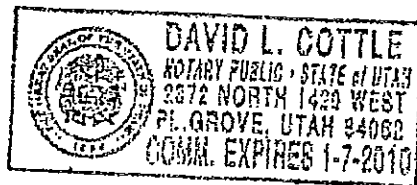
DATED this 28th day of February, 2006

BUCKEYE PROPERTIES, LLC


Scott L. Dunn, Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 28th day of February, 2006 personally appeared before me, Scott L. Dunn, who is the manager of Buckeye Properties, LLC, who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Buckeye Properties, LLC pursuant to authority vested in him.




NOTARY PUBLIC

Attachment B
(Covenants, Conditions, and Restrictions)

EXHIBIT "A"

Beginning at a point which is located South 56.16 feet and West 38.38 feet from the East Quarter Corner of Section 20, Township 9 South, Range 2 East, Salt Lake Base and Meridian;

Running thence South 17°36'58" West 82.24 feet; thence South 8°38'03" West 93.35 feet; thence South 0°05'21" East 77.20 feet; thence South 76°06'56" West 64.92 feet; thence South 7°25'10" West 179.93 feet; thence along the arc of a 503.00 foot radius curve to the right 40.93 feet (curve has a central angle of 4°39'45" and a chord bearing North 83°48'36" West 40.92 feet); thence North 81°28'43" West 56.81 feet; thence along the arc of a 15.00 foot radius curve to the left 23.85 feet (curve has a central angle of 91°06'07" and a chord bearing South 52°58'13" West 21.42 feet); thence North 82°34'50" West 56.00 feet; thence North 7°25'10" East 93.58 feet; thence North 82°34'50" West 123.01 feet; thence North 7°25'10" East 303.89 feet; thence along the arc of a 211.57 foot radius curve to the right 114.47 feet (curve has a central angle of 31°00'00" and a chord bearing North 22°55'10" East 113.08 feet); thence North 38°25'10" East 124.20 feet; thence along the arc of a 361.57 foot radius curve to the left 239.80 feet (curve has a central angle of 38°00'00" and a chord bearing North 19°25'10" East 235.43 feet); thence North 0°25'10" East 216.24 feet; thence along the arc of a 402.52 foot radius curve to the right 236.52 feet (curve has a central angle of 33°40'00" and a chord bearing North 17°15'10" East 233.13 feet); thence North 34°05'10" East 283.60 feet; thence South 55°54'50" East 123.01 feet; thence South 43°57'21" East 72.57 feet; thence South 55°54'50" East 88.00 feet; thence North 34°05'10" East 104.46 feet; thence South 56°45'02" East 90.00 feet; thence South 37°48'02" East 94.80 feet; thence East 65.05 feet; thence South 00°12'41" East 200.88 feet; thence West 173.80 feet; thence South 10.89 feet; thence West 173.03 feet; thence South 90.00 feet; thence East 22.03 feet; thence South 159.00 feet; thence West 74.71 feet; thence South 103.00 feet; thence South 63°35'40" East 22.25 feet; thence South 29°54'55" West 335.33 feet to the point of beginning.

Also known as proposed Plat "F", Payson View Estates

Attachment C
(Legal Description)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 56.16 FEET AND WEST 38.38 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;

RUNNING THENCE S 17°36'58" W 82.24 FEET; THENCE S 8°38'03" W 93.35 FEET; THENCE S 0°05'21" E 77.20 FEET; THENCE S 76°06'56" W 64.92 FEET; THENCE S 7°25'10" W 179.93 FEET; THENCE ALONG THE ARC OF A 503.00 FOOT RADIUS CURVE TO THE RIGHT 40.93 FEET (CURVE HAS A CENTRAL ANGLE OF 4°39'45" AND A CHORD BEARING N 83°48'36" W 40.92 FEET); THENCE N 81°28'43" W 56.81 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 23.85 FEET (CURVE HAS A CENTRAL ANGLE OF 91°06'07" AND A CHORD BEARING S 52°58'13" W 21.42 FEET); THENCE N 82°34'50" W 56.00 FEET; THENCE N 7°25'10" E 93.58 FEET; THENCE N 82°34'50" W 123.01 FEET; THENCE N 7°25'10" E 303.89 FEET; THENCE ALONG THE ARC OF A 211.57 FOOT RADIUS CURVE TO THE RIGHT 114.47 FEET (CURVE HAS A CENTRAL ANGLE OF 31°00'00" AND A CHORD BEARING N 22°55'10" E 113.08 FEET); THENCE N 38°25'10" E 124.20 FEET; THENCE ALONG THE ARC OF A 361.57 FOOT RADIUS CURVE TO THE LEFT 239.80 FEET (CURVE HAS A CENTRAL ANGLE OF 38°00'00" AND A CHORD BEARING N 19°25'10" E 235.43 FEET); THENCE N 0°25'10" E 216.24 FEET; THENCE ALONG THE ARC OF A 402.52 FOOT RADIUS CURVE TO THE RIGHT 236.52 FEET (CURVE HAS A CENTRAL ANGLE OF 33°40'00" AND A CHORD BEARING N 17°15'10" E 233.13 FEET); THENCE N 34°05'10" E 283.60 FEET; THENCE S 55°54'50" E 123.01 FEET; THENCE S 43°57'21" E 72.57 FEET; THENCE S 55°54'50" E 88.00 FEET; THENCE N 34°05'10" E 104.46 FEET; THENCE S 56°45'02" E 90.00 FEET; THENCE S 37°48'02" E 94.80 FEET; THENCE EAST 65.05 FEET; THENCE S 00°12'41" E 200.88 FEET; THENCE WEST 173.80 FEET; THENCE SOUTH 10.89 FEET; THENCE WEST 173.03 FEET; THENCE SOUTH 90.00 FEET; THENCE EAST 22.03 FEET; THENCE SOUTH 159.00 FEET; THENCE WEST 74.71 FEET; THENCE SOUTH 103.00 FEET; THENCE S 63°35'40" E 22.25 FEET; THENCE S 29°54'55" W 335.33 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 12.90 ACRES
BASIS OF BEARING : STATE PLANE