

WHEN RECORDED, PLEASE MAIL TO:

The Boyer Company  
Attn: Patrick Moffat  
90 South 400 West #200  
Salt Lake City, Utah 84101

**DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STANSBURY PLACE SUBDIVISION PUD  
PHASE 1**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STANSBURY PLACE SUBDIVISION PUD PHASE 1 (this "Declaration") is made and executed this 30<sup>th</sup> day of MARCH, 2006, by BOYER-PLUMB STANSBURY, L.L.C. ("Declarant").

**RECITALS**

A. Declarant is the owner of certain real property in Tooele County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a subdivision consisting of Stansbury Place Subdivision PUD Phase 1 (the "Project").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.

C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to perform such other acts as shall generally benefit the Project and the Homeowners.

**DECLARATION**

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

I. **DEFINITIONS**

The following words, phrases, or terms used in this Declaration shall have the following meanings:

(a) "Additional Land" shall mean and refer to any land located in Tooele County, Utah, whether or not owned by Declarant, that is made subject to this Declaration pursuant to Article V hereof.

(b) "Committee" shall mean and refer to the Stansbury Place Architectural Control Committee established pursuant to Article II hereof.

(c) "Common Area" shall mean Lot A, Lot B, Lot C and Lot D as shown on the Stansbury Place Subdivision PUD Phase 1 plat and any other land within the Project, if any that is designated as Common Area by this Declaration and areas shown or otherwise designated as Common Area on the Plat, or pursuant to the Plat notes.

(d) "Declarant" shall mean and refer to Boyer-Plumb Stansbury, L.L.C., a Utah limited liability company and/or any successor to said company which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor.

(e) "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.

(f) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner"

(g) "Plat" shall mean and refer to the following duly approved and recorded plats:

(i) The plat filed herewith in the office of the Tooele County Recorder, entitled Stansbury Place Subdivision PUD Phase 1; and

(ii) Any plat(s) including any Additional Land, but only after the recordation of such plat(s) and only if and after the recordation in accordance with Article V hereof of supplement(s) to the Declaration adding the real property covered by such plat(s) to the Project and subjecting such real property to the Declaration.

(h) "Project" shall mean the Stansbury Place Subdivision PUD Phase 1, as shown on the Plat and governed by this Declaration.

(i) "Property" shall mean and refer to that certain real property located in Tooele County, State of Utah, and more particularly described on Exhibit A hereof, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with law and the provisions of this Declaration.

## II. ARCHITECTURAL CONTROL COMMITTEE

2.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to

design review by the Stansbury Place Architectural Control Committee (the "Committee").

2.2 Creation. The initial Committee will consist of three members to be appointed by Declarant in its sole discretion.

The Committee shall consist of three members, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be Owners at the time of their appointment. Should any member move his or her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the Declarant are sold in the property and all additional land, the aforementioned Initial Committee shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a fifty percent (50%) majority vote of the then current Owners within the Project. Notwithstanding, prior to all the Lots being sold, Declarant, at its sole discretion, may appoint replacement members to the Committee.

In the event of violation of any of the provisions of this Declaration, the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

2.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects; landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration and to carry out the provisions set forth therein.

Each Lot Owner may be required to pay a \$300 Design Review Fee to the Committee before any home plans shall be reviewed or approved by the Committee. The \$300 fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction.

### III. COVENANTS, CONDITIONS AND RESTRICTIONS

3.1 Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two (2) vehicles and not more than three (3) vehicles without the prior approval of the Committee.

3.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in the Project may make, homes of superior design are required. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and

specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Tooele County.

No construction of home or landscaping may commence without approval by the Committee of the working drawings.

- (a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed elevations, indicating all materials and showing existing and finished grades.
- (c) Detailed sections, cross and longitudinal.
- (d) Complete descriptions and color samples of materials to be used on the exterior of the residence.

3.3 Construction Quality, Size, and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials and shall have a fair market value upon completion of not less than \$100,000 excluding land value, loan costs and closing fees. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth-toned colors, shall be permitted. All exterior material shall be new, except pre-approved used brick, and consist of brick, rock, stucco, or combination approved in writing by the Committee. Aluminum soffit and fascia is acceptable. No aluminum or vinyl exterior siding homes shall be permitted in the Project. No wood exterior siding shall be permitted in the Project with the exception of a masonite-type material in combination with brick, rock, and/or stucco if approved by the Committee. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. The Committee shall have final control for approval of all color and material plans. No flat roofs shall be permitted in the Project. Pitched roofs shall be at least 4/12 pitch and no greater than 10/12. A minimum width of 6 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

Ramblers shall have a minimum of 1,200 finished square feet above finished grade; Two

Stories shall have a minimum of 1,650 finished square feet above finished grade with a minimum of 900 square feet on the main floor above finished grade; Tri-level plans shall have a minimum of 1,650 finished square feet above finished grade. The calculation of square footage of any style shall exclude garages, porches, verandas, carports, patios, basements, porches, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to satisfy the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee.

3.4 Construction Time. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed 12 months from start to finish. "Start" shall be the first date any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

3.5 Building Location. No building shall be located on any Lot nearer to the front lot line or the rear lot line than the minimum building setback as shown on the recorded plat. For lots 10,000 square feet or greater in size, the rear and front yard setbacks shall be twenty (20) feet and the side yard setback shall be eight (8) feet. For lots 8,000-10,000 square feet in size, the front yard and rear yard setbacks shall be twenty (20) feet and the side yard setback shall be five (5) feet.

3.6 Landscaping. Any trees, lawns, shrubs, or other planting provided by Declarant shall be properly nurtured and maintained by The Stansbury Special Service Agency if located in a Common Area, and by the Owner of the Lot if located on a Lot.

Lawn, patio, and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Project and must be approved by the Committee.

Each dwelling shall have installed an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

(a) Deadline for Completion of Landscaping. Each lot shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot.

(b) Street Trees. It shall be the responsibility of the Owner to ensure that street trees are planted in the park strip on their lot no later than six (6) months after receiving

final certificate of occupancy from Tooele County. Street tree species shall only be those that are listed on the Tooele County street tree selection list. Within the park strip no more than three species of a street tree shall be planted next to each other, but other species shall be intermixed into the planting. Any substitute for a street tree species shall only be allowed if approved by the Tooele County zoning administrator in writing. All plantings of street trees shall have a minimum trunk size of one and one-half inches in caliper and comply with Tooele County Code Title 15-5—4, Street trees.

(c) Parkstrip Landscaping. All parkstrips shall be landscaped in accordance with Tooele County Code 15-5-3, Public parkstrip and right-of-way with curb and gutter.

3.7 Temporary Occupancy and Temporary Buildings. No trailer, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

3.8 Accessory Structures. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material. Detached garages shall not be allowed without the prior written approval of the Committee.

3.9 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. TV dishes will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets. The location of TV dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee.

3.10 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall 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. 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 periods, 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 Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of

improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, construction equipment, or construction or commercial vehicles of any nature shall be parked or stored on any street located within the Project. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Project for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress from the Project.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

3.11 Signs. Except as provided in this Section 3.11, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent. Notwithstanding the foregoing, signs used by a builder, developer or Declarant may be up to 160 square feet in size and may be displayed to advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small businesses conducted in the home or on a Lot is prohibited.

3.12 Animals. The Project is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Project. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that domestic dogs (a maximum of two), cats, and other household pets may be permitted by the Committee as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Committee and are not a nuisance or kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Project. All dogs going outdoors must be on a leash under the direct supervision and control of the Owner or confined to a dog run or kennel on the Owner's Lot. The manner and location of all dog runs or kennels must be approved by the Committee.

In addition, those purchasing lots acknowledge that they are moving into an area where there are property owners who have or will have rights to maintain large animals on their properties. Buyers understand and agree not to oppose or further limit such animal property rights. Additionally, new buyers understand that the area is subject to normal everyday sounds and odors

and all other aspects associated with said animal lifestyle.

3.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 3.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

3.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

3.15 Building Height. No Lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting any area below finished grade) or thirty (30) feet, whichever is less. Height shall be measured as the vertical distance from average finish grade surface at the building wall to the deck line of a mansard roof or the mean level between eaves and ridge for gable, hip or gambrel roofs. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. If Tooele County Ordinances are more restrictive, then they shall govern.

3.16 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate officials of Tooele County.

3.17 Fuel Storage. No tank for storage of fuel may be maintained or installed without the prior written consent of the Committee and the appropriate officials of Tooele County.

3.18 Building Material Storage. Prior to the commencement of construction, 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 Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

3.19 Easements. Easements for installation of and maintenance of utilities, drainage facilities, and water tank access and lines are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water tank lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except

for those improvements for which a public authority or utility company is responsible. Lot 195 has an easement in favor of Stansbury Park Improvement District located on it for the purpose of maintaining sewer lines. This easement may be released at such future time as the sewer line or the maintenance is no longer needed.

3.20 Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks. Gravel areas are not permitted.

3.21 Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

3.22 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

3.23 Fences and Walls. Fencing and walls shall be stucco, brick, masonry, stone, vinyl, or wrought iron and in accordance of Tooele County and Stansbury Park Community Association Regulations. Vinyl coated chain link fencing may be used in the side and rear yards. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any area designated by Tooele County as non-buildable. Fences, walls, or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials (other than pre-construction natural vegetation) shall be maintained within: (i) a required front yard; and (ii) in any portion of a rear yard which is highly visible from any Project street or non-adjointing Lot because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by the Committee.

On corner Lots, no fence or other similar structure shall be erected to a height in excess of three (3) feet in any side yard bordering a street. All fences and walls may require a building permit from Tooele County and must have prior written approval of the Committee.

3.24 Parking and Storage. No major mechanical work or repairs are to be conducted in streets or front yards of houses. No inoperative or unregistered automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks 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 residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter 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 set back in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other

material either temporarily or permanently shall be constructed within the front yard set back requirements of a given Lot.

3.25 Water Discharge. It shall be unlawful for any person owning, occupying, or having control of any Lot to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, or adjoining Lot. This is intended to require that the Owner maintain water on his Lot.

3.26 Basements. Due to the high ground water and possible shallow sewer depths in the area, the building of basements within the Project may be prohibited or otherwise ill advised. Owners who build any structures below natural grade do so at their own risk. Each owner acknowledges that it has been advised regarding the existence of high ground water, possible shallow sewer depths, flooding, seeping and the danger of basements; assumes all risks arising out of or related to basements or below grade structures, and waives all claims and actions against Tooele County, Boyer-Plumb Stansbury, L.L.C., Plumb Holdings LC and The Boyer Company, L.C., and their respective partners, members and managers arising in connection with the building of any structures below natural grade.

Notwithstanding the foregoing, in any event, the main entrance to any home shall be no more than six (6) feet above the top back of curb elevation. Additionally, there shall be no more than eighteen (18) inches of exposed concrete foundation on any home.

3.27 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project.

3.28 Supplemental Use Restrictions Upon Expansion. In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Declaration.

3.29 Maintenance of Common Areas. Stansbury Special Service Agency, or its duly delegated representative, shall maintain and otherwise manage Lot A, Lot B Lot C and Lot D, as shown on the recorded plat. Landscaping and irrigation systems for such Common Areas shall be installed and maintained in accordance with the landscape plan submitted as part of each phase of the Project. Common Areas may consist of flowers, trees, grass, shrubs, ground cover or natural vegetation. All Common Areas shall have automatic irrigation systems installed, where applicable. These spaces shall be maintained, groomed and manicured by the Stansbury Special Service Agency on a regular schedule sufficient to keep them in an attractive and clean condition.

3.30 Governing Bodies. Each lot within the project shall be subject to the dues, assessments, rules and regulations of the following, but not limited, to governing bodies or districts: Stansbury Special Services Agency, Stansbury Park Improvement District, Stansbury Park Community Association and its associated Architectural Control Committee.

#### IV. AMENDMENTS

4.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting seventy-five percent of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten-year extension. The Declaration may be terminated at any time if at least ninety percent of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, the Owners shall cause to be recorded in the office of the Tooele County Recorder a "Certificate of Termination," duly signed by the Owners, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect.

4.2 Amendments. This Declaration may be amended by recording in the office of the Tooele County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the Owners casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment.

(a) Until 90% of lots are sold, Declarant can unilaterally modify The Declaration to accommodate any public use, school use, park use, church use, or street or easement use.

#### V. EXPANSION OF PROJECT

5.1 Right to Expand and State of Title to New Lots. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time to time by adding to the Project the Additional Land. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Owner or Mortgagee) and shall be limited only as specifically provided in this Declaration. Any Additional Land shall be deemed added to the Project and, subject to the terms of this Article V; After the recordation of such supplement and plat, title to each Lot thereby created within the Additional Land concerned and its appurtenant right and easement of use and enjoyment in and to the Common Areas shall be vested in and held by Declarant, and none of the other Owners shall have any claim or title to or interest in such Lot and such Lot's appurtenant nonexclusive right and easement of use and enjoyment to the Common Area.

5.2. Rights and Statements Respecting Additional Land. Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof:

(a) The Additional Land may be added to the Project at any time (within the

limits herein prescribed) and from time to time.

(b) There are no limitations or requirements relative to the size, location, or configuration of the Additional Land which can be added to the Project or relative to the order in which the Additional Land can be added to the Project.

(c) There are no limitations or requirements (other than zoning and subdivision restrictions as they may exist or be modified from time to time) relative to the layout, design, size, location, density, permitted uses, legal structure, or other characteristics of the Lots to be created on the Additional Land added to the Project.

(d) Any structure erected on a portion of the Additional Land added to the Project will be constructed in a good and workmanlike manner.

(e) In conjunction with the addition to the Project of the Additional Land, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such other land as Declarant deems necessary.

(f) The maximum number of Lots which may be created on the Additional Land is one thousand (1,000). There is no restriction concerning the size of commercial, retail, or recreational facilities that may be constructed on the Additional Land.

(g) Taxes and assessments relating to the Additional Land added to Project and relating to a period prior to the addition of such Additional Land to the Project shall, prior to such addition, be either paid by the Declarant if then due or escrowed for later payment with a title company in the State of Utah if not then due.

5.3 Procedure for Expansion. The supplements to this Declaration by which addition to the Project of the Additional Land is accomplished shall be executed by Declarant; shall be in recordable form; shall be filed for record in the office of the County Recorder of Tooele County, Utah, on or before twenty (20) years from the date that this Declaration is recorded; and shall contain the following information for the Additional Land which is being added to the Project:

(a) Data sufficient to identify this Declaration and the plat respecting the Additional Land being added to the Project.

(b) The legal description of the Additional Land being added to the Project.

(c) Any amendments, supplements, or replacements to or for the standards' and restrictions set forth in Article IV of this Declaration.

(d) A statement that such Additional Land shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, as said Declaration may be amended or supplemented in accordance with the immediately foregoing subsection.

(e) Such rights-of-way and/or easements as are being reserved by Declarant pursuant to subsection 5.2(e) of this Article 5.

(f) Such other matters as Declarant may deem to be necessary, desirable, or appropriate.

(g) Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, the Declaration for the Project shall consist of this Declaration, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

5.4 No Obligation to Expand. Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the addition to the Project of any Additional Land; (ii) the creation or construction of any Lot or other improvement; (iii) the carrying out in any particular way or within any particular time of any development or addition to the Project which may be undertaken; or (iv) the taking of any particular action with respect to the Additional Land.

5.5 Owners' Obligation Concerning Expansion of Project or Development of the Additional Land. Each Owner, by acquiring his interest in the Project, agrees not to inhibit or oppose Declarant's future development of the Additional Land (whether or not added to the project) and the obtaining of necessary approvals therefore. Without limiting the scope of the immediately foregoing sentence, no Owner shall oppose such development in public meetings, by petition, or by legal actions.

## VI. MISCELLANEOUS

6.1 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not effect the validity or enforceability of any of the other provisions hereof.

6.2 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the issue of Steven B. Ostler, and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs.

6.3 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

6.4 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with

the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 29<sup>th</sup> day of March of, 2006.

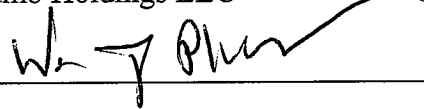
BOYER-PLUMB STANSBURY, L.L.C., a Utah limited liability company,

By Its Members,

Boyer Stansbury Residential, L.C. By Its Manager,  
The Boyer Company, L.C., a Utah limited liability company

By   
Steven B. Ostler, Manager

Plumb Holdings LLC

By 

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On the 21<sup>st</sup> day of March, 2006, personally appeared before me Steven B. Ostler, who, being by me duly sworn, did say that he is the Manager of The Boyer Company, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

[SEAL].



*Rachael N. Niusulu*  
Notary Public

STATE OF UTAH )  
 ) SS: COUNTY OF SALT LAKE )

On the 21<sup>st</sup> day of March, 2006, personally appeared before me Walter J. Plumb, who, being by me duly sworn, did say that he is the Manager of Plumb Holdings LLC, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

[SEAL].



*Rachael N. Niusulu*  
Notary Public

Legal Description

*15-80-101 thru 253*

Lots 101-253 Stansbury Place Subdivision PUD Phase 1

WHEN RECORDED, PLEASE RETURN TO:

The Boyer Company  
Attn: Patrick Moffat  
90 South 400 West, Suite 200  
Salt Lake City, Utah 84101

**FIRST SUPPLEMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
STANSBURY PLACE SUBDIVISION PUD PHASE 1  
ADDING  
STANSBURY PLACE PUD PHASE 2**

This First Supplement (the "First Supplement") is made and executed this 22 day of JANUARY, 2007, by BOYER-PLUMB STANSBURY, L.L.C a Utah limited liability company (the "Declarant").

RECITALS:

- A. Declarant is the record owner of that certain tract of real property known as Stansbury Place PUD Phase 2 ("Phase 2"), which property is more specifically shown on the plats thereof recorded in the official records of Tooele County, State of Utah, on January 18, 2007 as Entry Number 276224 (the "Phase 2 Plat"). The description of Stansbury Place PUD Phase 2 is set forth on Exhibit "A" of this First Supplement.
- B. Declarant previously recorded that certain plat of subdivision known as Stansbury Place Subdivision PUD Phase 1 in the official records of Tooele County, State of Utah, on January 30, 2006, as Entry Number 253917.
- C. Declarant previously executed and recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions for Stansbury Place Subdivision PUD Phase 1 dated March 30, 2006 (the "Declaration"), which Declaration was recorded in the official records of Tooele County, State of Utah on March 30, 2006, as Entry Number 257166 at Page 1-16. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.
- D. Pursuant to Article V of the Declaration, Declarant reserved the right to expand the Project by submitting certain Additional Land to the Declaration. Phase 2 is a part of the Additional Land.
- E. Pursuant to Section 5.3 of the Declaration, Declarant desires to expand the Project by adding Stansbury Place PUD Phase 2 to the Project and to subject Stansbury Place Subdivision PUD Phase 1 to the Declaration with this First Supplement.

NOW, THEREFORE, in consideration of the foregoing covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

174  
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1. Declarant hereby declares that, as more fully set forth in Article V of the Declaration, the Project known as Stansbury Place Subdivision PUD Phase 1 shall be expanded to include Stansbury Place PUD Phase 2 and that Stansbury Place PUD Phase 2, from and after the recording of this First Supplement, shall be a part of the Project.

2. Declarant also declares that Stansbury Place PUD Phase 2 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration, as the same may be amended or supplemented from time to time in accordance with the terms and provisions of the Declaration.

Executed by Declarant on this 22 day of JAN, 2007.

“DECLARANT”

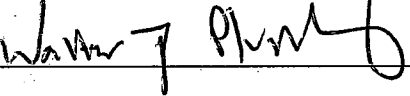
BOYER-PLUMB STANSBURY, L.L.C,  
A Utah limited liability company

By Its Members,

Boyer Stansbury Residential , L.C. By Its Manager,  
The Boyer Company, L.C, a Utah limited liability  
company

By:   
Steven B. Ostler, Manager

Plumb Holdings L.L.C

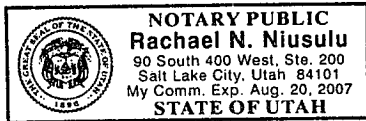
By: 

NOTARIES:

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On this 22nd day of Jan, <sup>2007</sup>~~2006~~, personally appeared before me Steven B. Stue, who being by me duly sworn, did say that he is a MANAGER of THE BOYER COMPANY, L.C., a Utah limited liability company and the MANAGER of BOYER STANSBURY RESIDENTIAL, L.C., that the foregoing Supplement to Declaration of Covenants, Conditions and Restrictions was signed on behalf of said limited liability company by proper authority, and did acknowledge to me that said limited liability company executed the same.

[Seal]



My Commission Expires:

8-20-07  
STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

Rachael N. Niusulu  
Notary Public  
Residing at Salt Lake City

On this 22nd day of Jan, <sup>2007</sup>~~2006~~, personally appeared before me Walter J. Plumb, who being by me duly sworn, did say that he is a MANAGER of PLUMB HOLDINGS L.L.C., a Utah limited liability company, that the foregoing Supplement to Declaration of Covenants, Conditions and Restrictions was signed on behalf of said limited liability company by proper authority, and did acknowledge to me that said limited liability company executed the same.

[Seal]



My Commission Expires:

8-20-07  
STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

Rachael N. Niusulu  
Notary Public  
Residing at Salt Lake City

## EXHIBIT "A"

**STANSBURY PLACE PUD PHASE 2****BOUNDARY DESCRIPTION**

Beginning at the Southwest Corner of Stansbury Place Subdivision PUD Phase 1, said point also being N00°23'08"W 3190.24 feet along the Quarter Section Line and West 668.76 feet from the Southeast Corner of Section 20, Township 2 South, Range 4 West, Salt Lake Base and Meridian (Basis of Bearing being S89°33'45"W between the Southeast Corner of said Section 20 and the Southwest Corner of said Section 20) and said point also being on the Northerly Line of the Charles R. Warr and Judy L. Warr property (subsequently conveyed to the C&J Warr Family Properties, L.C. and identified in the real property tax assessment records of Tooele County as Tax Parcel No. 5-36-5, hereinafter referred to as the "Warr property"); and running thence S89°52'32"W 270.92 feet along the Northerly Line of said Warr property; thence N80°19'32"W 76.23 feet; thence S89°48'50"W 178.51 feet; thence Northwesterly 906.31 feet along the arc a 1866.50 foot radius curve to the right, chord bears N76°16'32"W 897.43 feet; thence N27°38'05"E 135.00 feet; thence Northwesterly 868.40 feet along the arc a 1731.50 foot radius curve to the right, chord bears N47°59'51"W 859.32 feet; thence N56°22'13"E 96.50 feet; thence N68°39'28"E 61.46 feet; thence N59°48'18"E 276.48 feet; thence Easterly 531.07 feet along the arc a 474.31 foot radius curve to the right, chord bears S88°10'16"E 503.76 feet; thence S56°08'50"E 158.40 feet; thence N33°51'10"E 95.00 feet; thence N36°23'07"E 75.07 feet; thence N33°51'10"E 200.00 feet; thence N26°00'44"E 60.57 feet; thence N33°48'17"E 118.69 feet; thence N55°00'49"E 106.29 feet; thence N62°19'02"E 60.37 feet; thence N55°55'47"E 111.45 feet; thence N41°45'38"W 154.85 feet; thence N28°35'21"W 76.22 feet; thence N23°47'15"W 95.00 feet; thence N14°42'07"W 92.44 feet; thence N77°03'35"E 93.25 feet; thence N43°09'06"E 74.10 feet; thence N81°12'04"E 130.02 feet to the Southerly Boundary Line of the Lakeside Subdivision No. 8; thence Southeasterly 610.25 feet along the arc a 442.36 foot radius curve to the left, chord bears S48°17'32"E 563.00 feet along said Southerly Boundary Line to the Westerly Boundary Line of said Stansbury Place Subdivision PUD Phase 1; thence the following sixteen courses along said Westerly Boundary Line: thence S00°25'20"E 190.66 feet; thence N89°34'40"E 10.72 feet; thence S00°36'54"E 665.30 feet; thence S89°48'50"W 26.16 feet; thence S00°11'10"E 60.00 feet; thence S00°00'31"W 95.00 feet; thence N89°48'14"E 9.40 feet; thence S07°54'56"W 115.24 feet; thence Southwesterly 125.03 feet along the arc a 425.00 foot radius curve to the right, chord bears S24°08'09"W 124.58 feet; thence S00°11'10"E 54.57 feet; thence S74°21'35"E 77.53 feet; thence Southerly 63.53 feet along the arc a 230.00 foot radius curve to the left, chord bears S07°43'38"W 63.33 feet; thence S00°11'10"E 1.94 feet; thence Southwesterly 11.00 feet along the arc a 7.00 foot radius curve to the right, chord bears S44°48'50"W 9.90 feet; thence S89°48'50"W 58.87 feet; thence S00°11'10"E 332.56 feet to the Northerly Line of said Warr property and the point of beginning.

Contains 54.490 Acres and 152 Lots

*NOW KNOWN AS LOTS 255-406 AND LOTS A,B,C,D & E OF STANSBURY PLACE PUD PHASE 2*