DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HIDDEN HOLLOW RANCH SUBDIVISION

THIS DECLARATION is made this 16TH day of MAY, 2007 by Mountain Dream Development, LLC., a Utah limited liability company ("Declarant").

OBJECTIVES

A. Declarant owns, controls or has the option to acquire, directly or indirectly. Approximately 127 acres within Morgan County, Utah. Declarant proposes to develop all of this property as a subdivision known as the "Hidden Hollow Ranch" Subdivision.

B. Declarant desires to subject the property described in Exhibit "A" to the declaration of conditions, restrictions and charges set forth in this instrument for the benefit of such property and its present and subsequent owners.

ARTICLE I

DEFINITIONS

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

1.1 "Architectural Review Committee" or "The Committee" means the committee appointed pursuant to Article 7 below.

1.2 "Declarant" Mountain Dream Development, L.L.C., a Utah limited liability company, and its successors and assigns if such successor or assignee should acquire Declarant's interest in the remainder of the proposed project site, or less than all of such property if a recorded instrument executed by Declarant assigns to the transferee all of Declarant's rights under this Declaration.

1.3 "Development" means "Hidden Hollow Ranch" Subdivision.

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

1.5 "Initial Development" or "Initial Property" means the real property referred to in Article 2 below.

Ent 107771 Bk 248 Pg 271
Date: 31-MAY-2007 11:22AM
Fee: $105.00 Check
Filed By: CRB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: MOUNTAIN DREAM DEVELOPMENT LLC

1.6 "Living Unit" means a completed building located upon a Lot within the Property and designated for separate residential occupancy.

1.7 "Lot" means a platted or partitioned lot or tract within the Property,

1.8 "Mortgage" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.9 "Project" means any separately designated and developed area constructed upon a portion of the Property and comprised of discrete type of development or use, including without limitation, the following types of uses: A RESIDENTIAL DEVELOPMENT OF SINGLE-FAMILY DETACHED HOUSING

1.10 "Project Committee" means a committee appointed for a Project.

1.11 "Project Declaration" means a declaration of easements, covenants, conditions and restrictions establishing a plan of home ownership, or otherwise imposing a unified development scheme on a particular Project.

1.12 "Project Parcel" means the portion of the Property upon which a Project is located, as indicated, if appropriate, on the plat relating to the Project and as designated in the Project Declaration.

1.13 "Property" means such portions of the 127 acres of land to be known as "Hidden Hollow Ranch" Subdivision.

1.14 "Residential Lots" means those Lots designated as such in this Declaration.

1.15 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

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ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration:

> All that certain real property located in Morgan County, Utah, Located within that certain plat entitled "Hidden Hollow Ranch" Subdivision in Stoddard, Morgan County, Utah, filed in the plat records of the Morgan County Recorder's Office, including Lots 1 through 47.

2.2 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across said Lots in order to carry out sales activities necessary or convenient for the sale of Lots. Declarant hereby reserves to itself a right-of-way of access over, upon and across Lot 33 for construction and maintenance of a water tank, reservoir and detention pond; Lots 39, 33, 1, 2, 46, 22, 23, 3 and 4 for construction and maintenance of a detention pond, irrigation ditch, and power lines. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across Lots 33 to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to the owner of Lots 33, 39, 1, 2, 46, 22, 23, 3 and 4 or their family, tenants, employees, guests or invitees.

Declarant may (and, to the extent required by law), grant or assign such easements to the Hidden Hollow Water Company or other utilities performing utility services and Declarant may grant free access thereon to police, fire, power company and other public officials and to employees of utility companies serving the Property.

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ARTICLE 3

PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and the Owner shall comply with the restrictions contained in the applicable Project Declaration, and all other provisions of this Declaration and the provision of any supplement to this Declaration and/or any applicable Project Declaration.

3.2 Easements Reserved. In addition to any utility and drainage easement shown on the recorded plan, Declarant hereby reserves the following easements for the benefit of Declarant and The Committee:

(a) Right of Entry. Declarant, and any representative of the Committee authorized by it may at any reasonable time, and from time to time as reasonable intervals and upon reasonable notice to the Lot Owner under the circumstances, enter upon any Lot for the purpose determining whether or not the use and/or improvements of such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

(b) Utility Easements. Easements for installations and maintenance of drainage facilities and public utilities are hereby reserved over ten (10) feet of the front, rear and one side of each lot, and as otherwise identified on the plats for particular Projects. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonable interfere with or damage utilities or drainage facilities. However, the Architectural Review Committee may, in its sole discretion, approve a structure within the easements such as a fence, wall, landscaping, driveway or off-street parking area. It is expressly understood, however, that any such Improvement shall be constructed at the Owner's or the easement holder's sole risk, as the case may be, and as provided in the easement document(s), of having the Improvement partially or wholly removed, dismantled, taken out, or destroyed where necessary because of drainage or public utility servicing, installation, alteration or maintenance. The easement areas within each lot and all Improvements in such areas shall be maintained continuously by the Owner of the Lot, except for those improvements where a public authority or utility company will be responsible to maintain.

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Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, as shown on any recorded plat.

ARTICLE 4

GENERAL USE RESTRICTIONS

4.1 Structures Permitted. No structures shall be erected or permitted to remain on any Residential Lot except structures containing Living Units and structures normally accessory thereto. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool or structure for the storage of a boat, camping trailer and/or RV unit for personal use, provided the location of such structure is in conformity with the applicable Morgan County regulations and the front, side and rear yard setback requirements of this Declaration or any Project Declaration, is compatible in design and decoration with the dwelling structure constructed on such lot, and has been approved by the Architectural Review Committee. No structure of a temporary character, or trailer, mobile home, manufactured home, camper, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence. No old or secondhand structure shall be moved onto any Residential Lot, it being the intention hereof that all dwellings and other buildings erected on said Residential lots shall be new construction of first class quality, workmanship and material.

4.2 Residential Use. Residential lots shall only be used for residential purposes. Except with the consent of The Committee, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Residential lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Living Units, (b) the right of Declarant or any contractor or homebuilder to construct living Units on any Residential Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any living Unit as a sales or rental office or model home for purposes of sale, and (c) the right of the Owner of a Residential Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his

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Living Unit, provided, however, there shall be no external evidence thereof and such use is conducted pursuant to the Morgan County home occupation/business ordinances. The Committee shall not approve commercial activities otherwise prohibited by this paragraph unless The Committee determines that only normal residential activities would be observable outside of the living Unit and that the activities would not be in violation of applicable Morgan County ordinances. Attached or un-attached mother-in-law apartments are allowed if they are in Compliance with the Morgan County Land Use Code.

4.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon the Property, nor shall anything be done or placed on the Property which interferes with or jeopardizes the enjoyment of the Property, or which is a source of annoyance to residents. Except for legitimate construction and maintenance purposes, no excessively loud noises shall be permitted in the Project. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in drilling for oil or natural gas or water shall be erected, maintained or permitted upon any lot.

No buildings of any type shall be constructed on the lot prior to the construction of the residential home. No trailers, campers, tents or other means of camping facilities will be allowed upon the vacant lot.

4.4 Subdivision. No Lot may be further subdivided, unless otherwise authorized herein.

4.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Residential lot except as follows:

(a) Two dogs or two cats or one dog and one cat per lot which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not be be a nuisance. Outside kennels for household pets shall be of chain link construction or a dog house compatable with the architecture of the home.

(b) **Horses** may be allowed as follows: Lots 13, 34, and 35 will be permitted to be horse lots.

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***Horses will not be allowed to graze on steep slopes. Overgrazing by animals will not be allowed.**

Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of their respective owners. Excessive barking shall constitute a nuisance. No dog, cat or other pet shall be permitted to roam the Property unattended, and all dogs, cats or other pets shall be kept on a leash while outside a Lot. An Owner or resident may be required to remove a pet upon receipt of the third written notice from the Committee for violations of any rule, regulation or restriction governing pets within the property. Residents who walk their pets on public sidewalks or roads shall carry a bag and clean up after their pets. People riding horses or leading horses on the road will carry a bucket and shovel to clean up after the horses. No horses or pets of any kind will be allowed to remain on the property prior to the building of a home on the Lot.

4.6 Commercial Use Prohibited. Unless specifically admitted in a Supplemental Declaration, no Lot shall be used at any time for commercial or business activity, provided however, that the Declarant or other persons authorized by the Declarant may use Lot(s) for development and sale activities related to the subject Property. Any owner shall be permitted to rent the owner's Lot and Improvements thereon for residential purposes provided the use is limited to **Section 4.1** herein and otherwise in compliance with this Declaration. Rentals shall be long term leases with a minimum lease of six months. Homes may be rented as one family residences only. Renting to two families or renting the unit as a duplex is not allowed.

4.7 Agricultural Use. The Owners have been made aware that the Subject Property has been developed in an agricultural community and that there will continue to be agricultural uses of some of the surrounding properties. The agricultural uses of the surrounding properties, including the use of agricultural machinery, burning and chemical weed control and fertilization, and the raising of livestock, although restricted from the Subject Property are not necessarily restricted from neighboring properties. This provision specifically puts the Owners on notice of such potential conditions.

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ARTICLE 5

BUILDING RESTRICTIONS

5.1 Plans. No Dwelling unit, building, fence, wall or other structure or substantial landscaping or screening planting shall be undertaken, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to an approved in writing by the Architectural Review Committee.

5.2 Mobile Homes. No mobile home, prefabricated home, trailer, modular home, or other pre-built or pre-manufactured home shall be placed on any Lot.

5.3 Set Backs. All building setbacks shall comply with The Morgan County Code and Zoning Regulations. All homes constructed in this subdivision will face the road, which accesses the property.

30 feet front
30 feet back yard
15 feet per side yard

5.4 Dwelling Unit Size.

Minimum home size

Single story(rambler)	1,800 sf.
Two Story	
Main floor	1,800 sf
Upstairs	800 sf
Garage	3 car

Max Height 35' from excavated garage floor elevation

5.5 Exterior Materials and Color:
Masonry, Natural rock or Cultured Stone, Stucco, Hardboard or approved siding material. *No Vinyl siding.*

Requirement

Front	65% Masonry, Natural rock or cultured Stone
Side	35% Masonry, Natural rock or cultured stone
Back	35% Masonry, Natural rock or cultured stone

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5.6 Exterior Energy Devices. All energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall not be constructed or maintained on any Lot without the prior written approval of the Architectural Review Committee.

5.7 Roofs. The type, pitch and roof covering material(s) which shall be required on buildings within the Property shall be as set forth in the Architectural Review Committee Design Standards.

5.8 Maintenance of Structures and Grounds. Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and grass surfaces. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on his lot neatly trimmed, property cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other cause shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. Additional provisions are as follows:

a. A Dwelling Unit which is vacant for any reason shall be kept locked and the windows glazed in order to discourage entrance by vandals. Vacant Dwelling Units and unimproved Lots shall not be exempt from the provisions of this Declaration.

b. All structures, facilities, equipment, objects and conditions determined by the Committee, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on the Lot within an enclosed structure or screened from public view.

c. No articles, goods, machinery, materials, or similar items shall be stored, kept or maintained on a Lot in the required set back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.

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d. Any event or condition on a lot which, in the sole discretion of the Committee, creates an unsightly or blighting influence shall be corrected, removed, or obstructed from public view, as the case may be, by the Owner of the Lot.

e. In the event that any Owner shall permit any Building or improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Committee, within forty-five (45) days prior written notice to the Owner of such Lot, shall have the right to correct such conditions, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purposes of correcting or repairing the same, and such Owner shall promptly reimburse the Committee for the cost thereof. The Owner of the offending lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Committee in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore.

f. Detention ponds located on lots; 23, 33, 34, and 39 shall forever be maintained as such and will not ever be filled in or altered.

5.9 Outbuildings. Outbuildings, separate garages, sheds and shelters may be constructed only simultaneously with or after a Dwelling Unit has been constructed on the Owner's lot. All such building shall be constructed only after written approval thereof by the Committee. All outbuildings shall be constructed of similar or comparable exterior materials with the Dwelling Unit so as to be aesthetically compatible therewith and shall be constructed behind the residential unit or to the side and set back at least 30 feet from the front of the Dwelling unit, which residential unit shall face the street.

5.10 Fences. All Lots may have an enclosed fenced backyard, however, no fence or wall of any kind shall be constructed on a lot unless the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the Committee prior to the construction or installation. All Fences and/or walls constructed on a lot shall be in compliance with the applicable ordinance of the County of Morgan, Utah.

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Fences cont.

a. Fences and walls may extend up to but no closer than 2' to any sidewalk. If no sidewalk exists, fence may extend to within ten feet of the curb. No fence higher than six (6) feet shall be allowed. (3) Feet high solid type fencing will be allowed in front yards. Privacy fences will not be allowed in front yards. All fencing must be in accordance with the Morgan County fencing code and approved by the Committee.

b. All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.

c. Fences to be allowed are: split rail or split pole fences along the front and side lot lines, dark brown or black metal fences with bars spaced four inches apart, privacy fences along the side lot lines. No barbed wire (ranch) fences will be permitted! Barbed wire around the Property will be allowed to remain. All vinyl fences will be approved by the Committee. No chain link fences will be permitted. Horse paneling will be permitted only by approval of the committee!

d. No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Declaration or shown on the recorded subdivision plat of the property.

e. No fence, wall, hedge, high planting, obstruction or barrier will be allowed which would unreasonably interfere with the use and enjoyment of neighboring Lots and streets, and shall not be allowed if, in the opinion of the Committee, the same constitutes an undesirable, noxious or nuisance effect upon neighboring Lots.

f. All fences constructed or to be constructed on common Lot lines shall be constructed and maintained at the equal expense of the Owners of the two Lots on which they are located; provided however, any Owner who constructs a fence on the common lot line without procuring the consent and agreement of the neighboring lot Owner shall not be entitled to reimbursement for any portion of the costs of construction. An Owner may delay construction of any

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common lot line fence until the neighboring Lot Owners have built their residence. A Lot Owner may construct a fence on the Lot line of his own choosing and expense.

5.11 Parking. Parking of boats, trailers, off-road motorcycles, trucks, mobile homes, campers or other recreational vehicles or equipment, regardless of weight, and parking of any other vehicles in excess of three-quarter (3/4) ton in weight shall not be allowed to remain overnight on any part of the Subdivision, excepting only within areas designated for such purposes by the Committee (such as R.V. Parking concrete or asphalt pad next to or behind line exterior of home or within the confines of an enclosed garage, the plans of which shall have been reviewed and approved by the Architectural Review Committee prior to construction, and no portion of the same may project beyond the screened area. Commercial vans and eighteen-wheelers shall not be parked on the road within the Property.

5.12 Vehicles in Disrepair. No Owner shall permit any vehicle which is either inoperable or in an extreme state of disrepair or not currently licensed for use on the public roadways to be abandoned or to remain parked on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Committee reasonably determines that, by reason of its poor exterior condition, its presence degrades the visual environment of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him by the Committee, the Committee may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

5.13 Signs. No signs shall be erected or maintained on any Residential Lot, except as follows: No more than one "For Sale" or "For Rent" sign not to exceed twenty-four (24) inches high and thirty-six (36) inches long, temporary placement of "political" signs. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the Lots or signs used by a builder, up to ten (10) square feet or smaller in size, to advertise the Improvement of Lot and to designate a particular identity of the construction project.

5.14 Rubbish and Trash. No part of the Residential Lots shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any streets or Residential Lots where deposited by him within ten (10) days following the date on which notice is mailed to him by the Committee, the Committee may have the materials removed and charge the expense of such removal to the Owner. Without limiting the generality of the foregoing, the Owners shall not allow any

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builder, contractor, or subcontractor to wash any cement truck or cement mixer or to dump or deposit any asphalt, concrete or other construction materials or debris which are not part of the Improvements to a Lot upon any part of the Project Property or the road. Any Owner shall be directly responsible for any violation of this declaration or damage to any of the Property by or caused by the Owner's builder(s), contractor(s), or subcontractor(s). The "Deposit" referred to in Article 7 hereof may be retained by the Architectural Review Committee in accordance with Section 7.1 for any such violation or damage. Nothing contained herein or in Section 7.1 shall limit the amount of damages for which an Owner may be liable. The foregoing to the contrary notwithstanding, an Owner or the Owner's contractor may, during the period of construction as specified herein, place and maintain upon a lot no more than (1) dumpster. Each contractor must have a portable toilet facility or (1) facility for every 300 feet.

5.15 Completion of Construction. The construction of any building on any Residential Lot, including painting and all exterior finish, shall be completed within eighteen (18) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee. The building area shall be kept reasonably clean and in workmanlike order, free of liter, during the construction period with a garbage can or other garbage disposal facility on the site during such period. Construction will commence upon any Residential Lot in owners own due time. **In any case, all unimproved Residential lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.** See attachment 5.1

5.16 Grading and Drainage. In any location where cuts exceed a 2 to 1 slope, Lot owner is responsible to do one of the following; (1) use silt fencing, (2) use erosion blankets, and re-vegetate, (3) use natural rock retaining or decorative wall as approved by the Project Architectural Review Committee. In any of the above instances an engineered site plan will be required for approval by the Architectural Review Committee. Each owner is responsible to grade his Lot to required specifications and shall not hold the Declarant responsible for any drainage on or off the Lot. Each Owner will be responsible to minimize surface water runoff with his own Lot boundary. All grading associated with construction of a Dwelling shall be completed prior to occupancy unless otherwise deemed by the Committee.

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5.17 Landscape. All front and side yard landscaping shall comply with Design Guidelines adopted by the Architectural Review Committee and must be completed within 1 year after completion of home. All back yard landscaping must be completed within 2 years from completion of home. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Review Committee. The following provisions shall govern the landscaping of Lots within the Subject Property.

a. The Owner shall prepare a landscape plan and shall submit the same to the Committee. The installation and/or construction of the landscaping shall not commence without the prior approval of the Committee of the Owner's Landscaping Plan. The use of mounds and sculptures in planting areas is encouraged. Landscaping of a Lot shall be in accordance with the approved plan.

b. **All Lots Shall Have the following:**

1. No more than .50 acre of landscaped area.
2. Two coniferous trees (spruce or fir) of at least eight (8) feet in height.
   One deciduous tree of at least (2.5) caliper inches.

LIST OF APPROVED TREES:

-Autumn blaze maple
-Rocky mountain glow maple
-Columnar Norway Maple
-Common Hackberry
-Sterling Silver Linden
-Redmond American Linden
-Bur Oak
-Merlot Mayday Tree
-Canada Red Chokecherry
-Bolleana Poplar
-Silverleaf Poplar
-Patmore Green Ash
-Cimmeron Green Ash
-Autumn Purple Ash
-Washington Hawthorn
-Carreire Hawthorn
-Amur Maple
-All Spruce trees
-All fir trees
-European Mountain Ash
-Patmore Green Ash

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Trees cont.
-Redmond Linden
-Western Red Birch
-White Fir
-Quacking Aspen
-Flowering pear/plum

*Cottonwood trees, Box Elder Trees, bitter brush (buck brush) are not allowed. Owners are encouraged not to plant deer friendly trees.
*The Committee may grant tree approval exceptions.

3. An underground automatic sprinkler system shall be installed sufficient to irrigate the landscape portion of the lot.

4. Land not landscaped within the Lot shall be kept and well maintained in a natural state. **Overgrazing on hillsides will not be permitted.** Any use of the hillside that destroys vegetation will not be permitted, i.e. four wheelers, motorcycles, jeeps, trucks, etc.

5.18 Mailboxes. All mailboxes constructed or installed on any Lot shall be in compliance with the Committee Design Standards.

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

5.20 Service Facilities. Above and below ground fuel tanks are not allowed. Outside clotheslines and other outside clothes drying or airing facilities shall be maintained behind the home and in such a manner and in such location as not to be visible from roads.

5.21 Antennas and Satellite Disks. Exterior antennas and satellite receiver and transmission disks shall not be permitted to be placed upon any Residential Lot except as approved by the Architectural Review Committee, except for small dishes attached to roof and not to exceed **36** inches in diameter. Any other term or condition hereof to the contrary notwithstanding, no commercial, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted that interferes with the peace and quiet enjoyment of any neighboring Owner's Lot or home entertainment facilities or equipment.

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5.22 Exterior Lighting or Noisemaking Devices. Except with the consent of or pursuant to regulations adopted by the Architectural Review Committee, no exterior lighting or noisemaking devices shall be installed or maintained on any Residential Lot, other than security and fire alarms. All exterior lighting shall be low-pressure sodium. Lighting of home facades, flood lighting, and up lighting of trees is prohibited when such lighting adversely affects adjoining Lots.

5.23 Utility Lines. All utility lines located on any Lot shall be installed underground. All connection fees and other charges for utilities installed on a lot shall be paid by the Owner of such Lot.

5.24 Governmental Regulations. All activities on any Lot shall comply with applicable governmental rules, regulations, and ordinances of Morgan County and any other applicable State or Federal laws. When a particular activity is governed by both this Declaration and the rules, regulations and ordinances of Morgan County, the more restrictive requirement shall be applicable.

5.25 Fire Protection. All occupants of any Lot shall strictly comply with all State and Morgan County ordinances pertaining to fire hazard control. All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned shall be fitted with spark arresters. Exterior fires are prohibited, except fire contained within appropriate receptacles as provided by Morgan County ordinances.

5.26 Environmental Concerns. If required by Morgan County, all site plans submitted to the Architectural Review Committee pursuant to section 7 of this Declaration shall address soils, rock retaining, seismic conditions, re-vegetation of natural areas (indicating areas where natural vegetation is to be removed and plans for the replanting of those areas), and grading of the Lot, including cuts and fills.

5.27 Pest Control. No owner shall permit a condition to exist upon any portion of the Property, which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin.

5.28 Grades, Slopes and Drainage. Each Owner of a lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Lot or without the express written permission of the Architectural Review Committee, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which

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may change the direction of flow, or obstruct or retard the flow of water through drainage channels. All persons erecting or constructing Improvements on any Lot shall comply with the Morgan County Ordinances requiring, among other things, that grading and vegetation plans be approved by the County Engineer before building permits are issued. Any disturbance of a hillside is controlled by Morgan County ordinances. Construction of berms, channels or other flood control facilities on any lot is the sole responsibility of the Lot Owner and shall be done in accordance with the flood control district plans approved by the Morgan County Flood Control. Such construction shall commence at the time the Lot is graded or other wise altered from it natural state.

5.29 Division of Water Quality. All Owners will be required at closing to sign Storm Water Prevention of Storm water Pollution Waiver. This waiver is for the purpose of releasing the developer from any liability in relation to the Utah Division of Water Qualities requirements for storm water pollution and prevention (SWPPP). Please review carefully all the requirements made in the contract and by the Utah State Division of Water Quality. All individual Owners' will be required to comply with the UPDES regulations.

5.30 Project Restrictions. Each Owner of a lot, and such Owner's family, tenants, guests and invitees, shall also comply with any additional use restrictions contained in any Project Declaration applicable to such Lot.

5.31 Deviations. The Architectural Review Committee for good cause shown may allow deviations from the standards set forth in this Declaration only upon written approval.

ARTICLE 6

WATER SYSTEMS

6.1 Domestic Water. Each Lot shall have access to a domestic water system to be owned and operated by the Hidden Hollow Water Company and/or their contractors. The domestic water system will provide water for culinary and other ordinary domestic household use. Any Owner's use of water from the domestic water system shall constitute an agreement to pay the charges therefore by the Hidden Hollow Water Company. Each Lot will have a meter for domestic water.

6.2 Secondary Water. Each Lot shall have access to secondary water to water approximately one-third acre of landscaped yard from May 1 to September 30th of each year. Any Owner's use of water from the Secondary Water system shall constitute an agreement to pay the charges therefore by the Hidden Hollow Water Company. Each Lot shall have a meter for secondary water. All bills will be assessed quarterly for water usage.

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ARTICLE 7

ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review. No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the improvements have been submitted to and approved in writing by the Architectural Review Committee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with the existing Improvements and as to location with respect to topography and finished improvements and as to avoid plan repetition. The Architectural Review Committee is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the applicant. The procedure and specific requirements for review and approval of residential construction may be set forth in Design Guidelines adopted from time to time by the Architectural Review Committee. The Architectural Review Committee will only condition such approval when the lot Owner deposits cash in the sum of twenty-five hundred dollars (**$2500.00**) with the Committee (the "Deposit"), five- hundred dollars (**$500.00**) of which shall constitute a non-refundable fee) for the estimated costs of professionals, e.g. architects and engineers, to review the designs and plans submitted by the Owner. The remainder of the Deposit is for the purpose of insuring that the Lot Owner (1) fulfills his responsibility to keep his lot in a condition so as to prevent the rubbish and debris which accumulates during the construction and/or landscaping process from blowing or collecting on neighboring Lots and streets, (2) reasonably cleans up his or her lot at or near the completion of the construction and/or landscaping process, and (3) complies in all respects with the terms and conditions of this Declaration. The Deposit will be required at the time the plans are reviewed by the Architectural Review Committee prior to the commencement of construction by an Owner. If the Lot Owner fails in any of these responsibilities, a one thousand dollars (**$1000.00**) deposit may be retained by the Architectural Review Committee as a fine upon such lot Owner. Additionally, if any such failure is not remedied by the Owner within fifteen (15) days after written notice thereof, the Architectural Review Committee may remedy such condition itself and in connection therewith, it may have reasonable access to the Lot and shall charge the Lot Owner for the cost of the remedy, in which event the provision of Article 7.8 shall be applicable. **Upon the completion of the construction of the Residence, and the Landscaping of the lot, in a satisfactory manner, the Committee shall return the balance of the Deposit to the lot Owner.** The Architectural Review Committee may change the amount of the Deposit at any time or from time-to-time hereafter for increasing costs and for inflation. In all cases which the Architectural Review Committee's consent is required by this Declaration or

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any Project Declaration, the provisions of this Article shall apply subject to the Provisions of Section 5. Nothing contained herein shall prevent the Declarant from completing excavation, grading and construction Improvements to any portion of the Property, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Hidden Hollow Ranch Subdivision, so long as any Lot owned by the Declarant remains unsold.

7.2 Committee Discretion. The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Committee intends for the Hidden Hollow Ranch Subdivision or any specific Project therein. Consideration such as citing, shape, size, color, design, height, solar access, impairment of the view from other lots, or other effect on the enjoyment of other Lots, disturbance of existing terrain and vegetation and any other factors which the Committee reasonably believes to be relevant. may be taken into account by the Committee in determining whether or not to consent to any proposed work.

7.3 Membership: Appointment and Removal. The Architectural Review Committee shall consist of as many persona, but not less than three, as the Declarant may from time to time appoint. At least one member shall be a professional in the field of architecture or construction. The Declarant may remove any member of the Committee from office at its discretion at any time and may appoint new or additional members at any time. In the event Declarant fails to appoint an Architectural Review Committee then Declarant shall function as the Architectural Review Committee. At the time that the Declarant no longer deems it necessary to belong to the committee, he will appoint no less than 3 Owners to be on the committee. In the event a committee member for any reason does not wish to remain on the Committee, he or she must replace their membership with a new Owner whom must be approved by the other committee members.

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

7.5 Liability. Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action nor failure to act of the Committee or a member of the Committee, provided

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only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

7.6 Non-waiver. Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7.7 Effective Period of Consent. The Architectural Review Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Committee.

7.8 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the Architectural Review Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee shall provide such Owner with estoppel certificate executed by a member of the Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or within such Lot by the owner comply with this Declaration, or (b) such improvements do not so comply in which event the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrance, shall be entitled to rely on such certificate with respect to the matter set forth therein, such matters being conclusive as between Declarant, the Architectural Review Committee and such purchaser.

ARTICLE 8

ARCHITECTUAL REVIEW COMMITTEE ENFORCEMENT

8.1 Non-qualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his lot, the Architectural Review Committee shall notify the Owner in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his Lot, the Improvements thereon and his use thereof, into conformance with this Declaration. If the Owner is unable, unwilling or refuses to comply with the Committee's specific directives for remedy or abatement, or the Owner and the Committee cannot agree to a mutually acceptable solution within the framework and intent of this

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Declaration, after notice and opportunity to be heard and within sixty (60) days of written notice to the Owner, then the Committee shall have the right to do and or all of the following:

(a) Impose up to $1,000 fines against such Owner or an amount the committee deems appropriate in relation to the violation, which fine shall constitute individual assessments for purposes of this Declaration:

(b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Committee may assess such Owner for the entire cost of the work done, which amount shall be payable to the Architectural Committee Fund, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings; or

(c) Bring suit or action against the Owner on behalf of the Committee and other Owners to enforce this Declaration.

(d) The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration.

a. Declarant, so long as it has any interest in any of the Property or Residential lots;

b. Any Owner;

c. The Architectural Review Committee; or

d. Morgan County, but only to the extent necessary to protect the health, safety and welfare of the residents and the community.

The prevailing party in an action for the enforcement of any provision of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

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Design Standard
ADDENDUM TO BUILDING RESTRICTIONS 5.1

1. All improvements shall be constructed in accordance with applicable building line and setback provisions of county zoning ordinances.

2. All structures constructed on any Residential Lot shall be constructed with new materials unless otherwise permitted by the Design Committee; and no used structures shall be relocated or placed on any Owner's Lot.

3. No structure or improvement having a height (35 Feet from excavated garage floor elevation) of more than two stories shall be constructed on any Residential Lot; provided, however the Design Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

4. Roof and materials shall be cedar shake, architectural grade asphalt Shingle (30-year type), or other high quality roofing materials which are approved by the Design Committee. No gravel or tin.

5. Aluminum, vinyl and/or steel siding shall only be allowed in soffit and fascia areas of any homes on a Residential Lot. Siding may be used on accessory buildings if approved by the Design Committee and the design otherwise compliments the design of the home.

6. No dwelling shall be erected or placed on any Lot having less than sixty-five percent (65%) brick, rock or native stone on the front elevation and thirty-five percent (35%) on the side and thirty-five(35%) on the back. The remainder of the exterior elevation is of bordered stucco or approved material i.e "Hardie" board or cedar siding. Log homes will not be permitted.
**Mailboxes are to be constructed of a similar material to the outside of the home. The architectural committee will approve all mailboxes.

7. Outside clothes lines and other outside clothes drying or airing facilities shall be maintained in such a manner and in such location as not to be visible from roads.

8. There shall be no exterior fires, except fires started and controlled by the Committee incidental to the maintenance and preservation of any portion of the Property and barbecue fires in designated fire pits and incinerator fires contained within facilities or receptacles designed for such purposes. No owner shall cause or permit any condition, which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

9. There shall be no camping upon any Residential Lot. There shall be no hunting or discharging of firearms on any Residential Lot.

In WITNESS WHEROF, the undersigned, being the Declarant herein, have hereunto set their hand this day of MAY 16TH, 2007.

DECLARANT:

Mountain Dream Development, LLC.
Authorized agents and Managing Members

by Dave Loughton

Bart K. Smith
by Bart Smith

by Derrick Helsten

On the 16th day of May, 2007 personally appeared before me Dave Loughton, Bart Smith, Derrick Helsten who being by me duly sworn did say that they are Authorized Agents and Managing Members of Mountain Dream Development, LLC. That they signed the foregoing instrument by proper authority, both in its capacity as a Limited Liability Company and in its capacity as a manager member of the said Limited Liability Company and in its capacity as managing members of the said Limited Liability Company, and said Dave Loughton , Bart Smith, and Derrick Helsten, duly acknowledged to me that said Limited Liability Company executed the same.

Signed: Debbie Weaver
Notary Public
Residing at Morgan
My Commission Expires: 12-01-09

DEBBIE WEAVER
NOTARY PUBLIC • STATE of UTAH
610 N WEBSTER LANE
P O BOX 263
MORGAN, UT 84050
COMM. EXP. 12/01/2009

Exhibit "A"

All that certain real property located in Morgan County, Utah, located within that certain plat entitled "Hidden Hollow Ranch Subdivision" in Stoddard, Morgan County, Utah, filed in the plat records of the Morgan County Recorder's Office, including Lots 1 through 47.