

Declaration of Protective COvenants, Conditions and Restrictions

for

Millville Meadows Subdivision

Ent 974033 Bk 1522 Pg 1882

Date: 18-Jun-2008 10:56 AM Fee \$18.00

Cache County, UT

Michael Gleed, Rec. - Filed By SP

For DANIEL HUNSAKER

This Declaration of Protective COvenants, Conditions and Restrictions is made and executed this 19th day of June, 2008, Daniel W. Hunsaker, in his capacity as the Owner and Developer of Millville Meadows Subdivision, a Subdivision located in Millville, Cache County, UTAH.

Recitals

Declarant is the Owner of the Property located in Cache County, UTAH and more particularly described as follows: Approximate address of 300 South to 400 South and between 100 East and 200 East Millville UTAH.

The property has been subdivided into individual lots for the purpose of constructing single family residences.

Declarant will convey the Lots in the Subdivision subject to the protective covenants, conditions and restrictions set forth in this Declaration.

Declaration and Property Description

1.1 Declaration. Declarant hereby declares that all lots in the Subdivision shall be conveyed, held, and occupied subject to the protective covenants, conditions and restrictions set forth in this Declaration and to the Plat for the Development filed with the Cache County Recorder's office. This Declaration and the Plat are covenants of equitable servitude; run with the land; are binding on all persons having any right, title or interest in the lots, their heirs, successors, and assigns; and shall inure to the benefit of each lot owner in the Subdivision.

1.2 Property Description. The Property subject to this Declaration is located in Millville, UTAH Cache County, UTAH at Approximately 300 south and 100 East.

General Covenants, Conditions and Restrictions

2.1 Lot Usage. All lots are for Residential purposes only and will be known as "residential lots". No structures may be erected, altered, placed or permitted to remain on any lot that would be in violation of Millville City Ordinances.

2.2 Design review. There is no design review committee, however, Declarant reserves the right to enforce all covenants, conditions and restrictions set forth herein. Each lot owner agrees to abide and follow, without exception, any and all covenants, conditions and restrictions stated herein. Each lot owner agrees to pay any

and all costs incurred by Declarant to enforce and/or correct any violations of said restrictions. Non-payment of these costs will result in legal action and possible liens being filed against the property of the non-complying lot owner/s. Declarant is also entitled to recover any and/or all legal fees incurred in this action as well.

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2.3 Square footage requirements. The Main floor living area is described as the level immediately above the basement area or in the event of no basement, then above the original grade of the lot. This living area must be a minimum of 1400 square feet excluding the garage area. Any home with a living area above this (MAIN) level (excluding Bonus Room) cannot exceed 65% of the Main floor square footage.

EXAMPLE: Main Floor 1400 S.f. x 65% = 910 s.f.

2.4 Exterior Finish. Brick, Stone, Stucco or Cement based siding (hardy plank etc.) are the only materials allowed on the side of the home facing the street. A maximum of 15% of the total wall square footage of the side of the home facing the street may have a Vinyl product. With the exception of Vinyl, any of the above mentioned materials may be used alone or together on any and all side of the home. Declarant may make exceptions to this section at any time but, it must be done in writing before any changes are allowed. All homes must have a minimum roof pitch of 7/12 and have a minimum of 6" fascia on all sides of the home. No more than 10% of the total roof square footage may be Metal of any kind (copper, Steel etc.) No log siding or wood products unless pre-approved by the Declarant. No Geodesic designed homes are allowed. No Pre-manufactured or Mobile homes are allowed. Preconstructed wall panels are allowed.

2.5 Garages and Driveways. All homes must be built with a Minimum two-car attached garage completed with the rest of the home. All principal driveways must be Concrete, Asphalt, or Concrete pavers and be completely installed out to the street before occupancy.

2.6 Grading and Elevations. No lot owner shall graze or Landscape in a manner as to effect anu adjoining lots in a negative manner with regards to "runn-off" or unsightly or abrupt elevation changes. No lot shall directly discharge any natural or man-made run-off water onto adjoining lots.

2.7 Construction Waste Management. Each lot owner will maintain a Garbage dumpster placed upon his/her lot (not on city property) from the beginning of the Framing stage until the exterior of the home is totally completed (painted, sided etc). All costs associated with any construction waste is to be borne by the lot owner. All lot owners agree to control all waste and debris from their lot/home so as not to blow onto adjoining lots.

2.8 City Curb and Sidewalk. All lot owners are responsible for the condition of the City Curb and Sidewalk along the frontage of frontages (corner lot) of their respective lots. Lot owners are responsible to insure that no delivery vehicles cross any unprotected concrete. Lot owners are further responsible to insure that at no time no vehicles will cross any adjoining lots to access their lot or home that is under construction. In the event this happens said lot owner shall be responsible for the repair and/or replacement of any damaged concrete or landscaping at his/her expense.

2.9 Refuse disposal and storage of Materials. At no time will storing of materials be allowed on any lot other than that of the owner. Dumping of any materials such as Gravel, Soil, Concrete or other materials on any vacant lot will not be permitted. Each lot owner will be responsible for the Maintenance and "upkeep" of his/her lot. This includes but is not limited to Mowing grass, keeping the weeds mowed down and in general, keeping the lot in good visual condition.

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3.0 Signs. No signs are allowed on any lot at any time with the following exceptions: The builder of any home may display his/her company sign for a total of no more than 180 days. A "For Sale" sign may be placed by any home owner. No signs that conflict with any Millville City ordinances.

3.1 Fences. Vinyl, Ornamental Iron, Trex or equivalent materials or any pre-approved in writing by Declarant are permitted within the subdivision.

3.2 Enforcement. Each lot owner, tenant, subtenant, or other occupant of a lot within the subdivision must comply with the restrictive covenants set forth herein. By acquiring any interest in a lot in this subdivision, the party acquiring such interest consents to, and agrees to be bound by each and every one of the covenants, conditions and restrictions set forth in this Declaration. Any lot owner in the subdivision has the right to bring an action for damages, injunctive relief, or both against a person who fails to comply with any of the provisions in this Declaration. If an action is brought to enforce one or more of the provisions in this Declaration, the prevailing party in such action is entitled to an award of the reasonable costs incurred in bringing the action, including Attorney's fees and Court costs. Failure by any lot owner to enforce any covenant or restriction herein stated shall in no event be deemed a waiver of the right to do so thereafter.

3.3 Severability. Invalidation of any one of the provisions in this Declaration by judgement or Court order will in no way affect any of the other provisions, which will remain in full force and effect.

3.4 Term and Amendment. The covenants, conditions and restrictions of this Declaration are perpetual and shall run with and bind the land. This Declaration may be amended, restated, replaced, terminated or superceded by an instrument signed by the Declarant.

3.5 Waiver and Release of Liability. Each Lot owner, Tenant, Subtenant, or other occupant of a lot in Millville Meadows Subdivision agrees to forever hold harmless the Declarant and Millville City from any and all claims arising from any natural or unnatural occurrences of Nature caused by Wind, Hurricanes, Landslides, water either above or below the surface, Earthquakes, or any other Weather related phenomena. Declarant warrants that said subdivision is not located in any Flood plain and is located in an area of "very low" probability of any Liquefaction due to any Earthquakes. (Source: Utah Geological Survey - Public information, Series 79, August 2003)

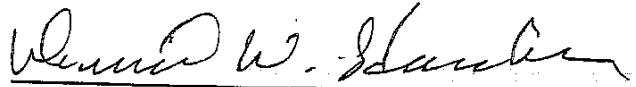
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3.5 Effective date. This Declaration shall be effective immediately upon recording at the Cache County Recorder's Office.

IN WITNESS THEREOF, the undersigned, as executed this instrument on this 19th day of June, 2008.

DECLARANT / SUBDIVIDER

Daniel W. Hunsaker



Daniel W. Hunsaker

STATE OF UTAH]
COUNTY OF Cache] :SS

On the 18 day of June, 2008, personally appeared before me, Daniel W. Hunsaker, who, being duly sworn stated that he is the Subdivider of Millville Meadows Subdivision: that the foregoing instrument was signed and that he is vested with authority to execute this instrument.

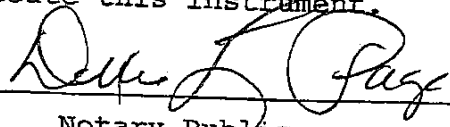
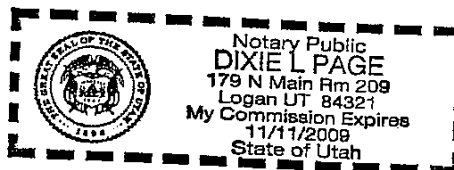

Notary Public

Exhibit A

Part of the Southeast Quarter of Section 22, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Southeast Corner of Section 22, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian thence N 00°09'50" E 1973.18 feet along the section line to a JSH rebar on the south right-of-way line of 300 South Street; thence N 89°22'16" W 1253.27 feet along said south right-of-way line 1253.27 feet to the point of beginning and running thence along the east right-of-way of 200 East Street the next four courses: 1) thence S 01°17'58" W 64.95 feet; 2) thence 49.32 feet along a curve to the right with a radius of 540.00 feet, a central angle of 5°13'57" and a chord that bears S 03°54'55" W 49.30 feet; 3) thence S 06°31'53" W 51.13 feet; 4) thence 34.91 feet along a curve to the left with a radius of 460.00 feet, a central angle of 4°20'54" and a chord that bears S 04°21'26" W 34.90 feet; thence S 89°37'51" E 142.35 feet to an existing fence; thence S 01°17'56" W 439.94 feet; thence West 1000.60 feet to the west right-of-way of a field street; thence along said right-of-way N 01°00'35" E 650.10 feet; thence S 89°22'16" E 338.66 feet; thence S 01°05'48" W 130.00 feet; thence S 89°22'16" E 319.00 feet; thence N 01°05'48" E 130.00 feet; thence S 89°22'16" E 212.47 feet to the point of beginning.

Tax Parcel No. 03-035-0028