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Gary W. Ott
Recorder, Salt Lake County, UT
HICKMAN LAND TITLE CO
BY: eCASH, DEPUTY - EF 17 P.

AMENDED AND RESTATED
DECLARATION OF ARCHITECTURAL
AND PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS

FOR THE

Lafayette Estates

This Declaration completely amends ~~and~~, restates and terminates that certain Declaration of Architectural and Protective Covenants, Conditions and Restrictions for Lafayette Estates, recorded in the Salt Lake County Recorders office on September 9, 2008 as Entry no: 10516045, Book 9641, Beginning at Page 3177.

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BK 9661 PG 6475

AMENDED AND RESTATED DECLARATION OF ARCHITECTURAL AND
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAFAYETTE ESTATES

THIS AMENDED AND RESTATED DECLARATION OF ARCHITECTURAL AND PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAFAYETTE ESTATES (this "Declaration") is executed as of this ____ day of November, 2008 by Margaret G.B. Nielsen, Lori Bishop Seage, David Crane Bishop and Leslie Bishop Boyce (all collectively referred to herein as the "Declarant").

RECITALS

- A. Declarant is the owner of certain real property, located in Salt Lake County, Utah described as Lafayette Estates (sometimes referred to herein as the "Property" or "Lafayette Estates") located at approximately 12520 South 6000 West, Herriman, UT 84096, according to the official plat thereof recorded in the Office of the Salt Lake County, Recorder as Entry No. 10141642, in Book 2007P, at Page 252 (the "Plat").
- B. Mines & Ross LLC, a Utah limited liability company ("Mines & Ross"), is a developer of residential real estate.
- C. Mines & Ross entered into a Purchase Agreement with the Declarant dated January 4, 2007 (the "Mines & Ross Agreement"), pursuant to which Mines & Ross was given the right to purchase and develop the Property for its benefit in return for paying the purchase price to the Declarant.
- D. During the period of time while it held equitable title to the Property under the Mines & Ross Agreement but before it closed on its purchase of the Property, Mines & Ross pursued its development of the Property.
- E. Some of the development activities engaged in by Mines & Ross on the Property, included, without limitation, working to have the Property subdivided into 74 lots, hiring and paying contractors to build the roads and utilities throughout the Property, preparing a preliminary draft of this Declaration and performing other related work.
- F. Mines & Ross was unable to close on its purchase of the Property and the Declarant has been forced to take control of the Property.
- G. The Declarant has established this Declaration in order to protect the value and attractiveness of the Property.

COVENANTS AND USE RESTRICTIONS

NOW, THEREFORE, for the reasons cited above, the Declarant hereby covenants, agrees and declares that the Property shall be subject to the following covenants, conditions and restrictions.

1. Definitions. The following definitions shall apply to this Declaration:

a. "Builder" shall mean any Lot Owner, developer or contractor who obtains a construction or occupancy permit for one (1) or more Lots.

b. "Dwelling" shall mean the detached single-family residence, place of habitation, abode or living unit constructed upon a Lot.

c. "Lafayette Estates" shall have the meaning given in Recital Paragraph A above.

d. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within the Property, and where the context so requires any Dwelling constructed the Lots. The Lots are legally described on Exhibit A attached hereto and made a part hereof.

e. "Lot Owner" or "Lot Owners" shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

f. "Property" shall have the meaning given in Recital Paragraph A above.

g. "Subdivision" shall mean Lafayette Estates.

2. Use Restrictions and Nature of the Project. The Lots are subject to the following use restrictions and conditions which shall govern both the architecture of the Dwellings and the activities permitted therein:

a. Residential Purposes. No Lot shall be used except for single family residential purposes.

b. Zoning. All land use and building shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.

c. Dwelling, and Dwelling Size. Only one single family residential Dwelling is allowed on each Lot, which Dwelling must meet the following requirements: Ramblers shall have a minimum of 1600 square feet in the living area of the main floor. Two story Dwellings shall have a minimum of 2000

square feet of total living area above grade, with a minimum of 1200 square feet of total living area on the main floor.

d. Dwelling Height. The height of any Dwelling shall not exceed two (2) stories above ground and shall be in compliance with all ordinances and requirements of Herriman City.

e. Dwelling Garage. Each Dwelling shall have a private 3-car minimum garage.

f. Dwelling Components. Brick, rock or cultured stone must be used for the finish system on the front building façade and must make up a minimum of 35% of the total area of the front façade of the ground or 1st floor. The front façade must not contain more than 10% fiber cement product. The use of vinyl and aluminum siding is prohibited.

g. Detached Buildings. Any detached accessory building must conform in design and materials with the primary residential Dwelling.

h. Roofs. Minimum roof pitch on any Dwelling or other structure built or placed on a Lot is to be 6/12. No dwelling or garage shall be constructed or reconstructed with a flat or substantially flat roof. All roofs shall be of 30 year architectural grade asphalt shingles, sawn cedar shingles, hand-split cedar shakes, slate shingles, or of architectural tile in natural colors.

i. Additions. Any addition to a dwelling or garage must comply with this Declaration.

j. Materials. All construction is to be of new materials, except that used brick may be used.

k. Other Structures. No carports are or will be allowed. Detached garages, guest quarters, pool houses, etc should be constructed using similar materials to the residence on each Lot.

l. Storage Buildings. Storage sheds that exceed 144 square feet must be constructed on a concrete slab and of building materials equal to the home. No used sheds will be allowed. Wood siding may be used on storage sheds.

m. Completion. No structure of any kind shall be permitted to remain incomplete for a period in excess of one year from the date the building was started.

n. No Prefabricated or Modular Homes. No prefabricated or modular single family homes shall be allowed. This does not refer to storage sheds.

o. Landscaping. All landscaping, grading and drainage of the land on each Lot shall be completed so as to comply with all, and not impair any, flood

control requirements of the Subdivision and the other Lots. Front yard landscaping shall be completed within six (6) months after the issuance of a final occupancy permit, subject to the provisions of paragraph 3h in this Declaration. The park strip along all Lots are to be uniform, with grass, decorative pavers or stamped concrete and two (2) trees which are to be of the non-fruit bearing crabapple (Spring Snow) or Flowering Pear (Chanticleer) variety. The trees are to be at least 1" caliper in size.

p. Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation, are reserved as set forth on the Plat. Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in, on, or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in any of the easements or rights of way. The easement and right of way areas of each Lot, and all improvements within said areas, shall be maintained continuously by their Lot Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

q. Walls, Fences and Hedges. No fence, wall, hedge, or other similar structure shall be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in a side or rear yard to a height in excess of eight (8) feet in height. Where a retaining wall may be topped by a fence, wall, hedge, or similar structure, the total height of the wall and the top together shall not exceed eight (8) feet in a side or rear yard or three (3) feet in a front yard. The only acceptable fencing materials are pre-cast concrete, vinyl or masonry. Chain link and wood fences are not allowed.

r. Slope and Drainage Control. All final landscape plans must be designed to minimize drainage on to other Lots, limit erosion and otherwise address erosion control issues for the Dwelling, the Lot and any drainage easements that may exist along the Lot boundaries.

s. Nuisances. No noxious or offensive activity shall be carried on, in, or about the Property or any Lot, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother, or nuisance to the neighborhood, or which might interfere with the right of other Lot Owners or residents to the quiet and peaceful enjoyment of their Lots. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets or in front yards. Recreational, commercial, oversized or other motor vehicles or trailers may be stored on cement parking slabs in side yards so long as they are in running condition, regularly used, and currently licensed and registered. No major mechanical work or repairs are to be conducted in streets or front yards of houses. No commercial-type vehicles and no trucks over one ton capacity shall

be parked or stored on the front yard setback of any Lot, or on the residential street except while engaged in transportation. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property, or which result in unreasonable levels of sound or light pollution, are prohibited.

t. Garbage and Refuse Disposal. No Lot shall be used or maintained for dumping or storing rubbish, trash, garbage or other waste (hereinafter referred to collectively as "Trash"). All Trash shall be kept at all times in sanitary containers. All Trash containers shall be kept in sanitary condition. No Trash containers, unsightly material or objects are to be stored on any Lot in view of the general public, except on Trash pick-up days, and then for a period not in excess of twenty-four (24) hours. Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials anywhere within the Property, are prohibited. No Lot 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 planting and maintenance of gardens shall not constitute a violation of this provision). No tank for the storage of fuel may be maintained above the surface of the ground.

u. Temporary structures. No structure of a temporary nature or character, including but not limited to any trailer, motor home, shack, shed, tent, garage, barn, or other out-building shall be used on any Lot at any time as a residence.

v. Pools, Fountains and Sports Courts. Any desired pool, spa, fountain or game court must be located to avoid impacting adjacent properties with light or sound. Pools and sports courts shall not be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Skateboard ramps are prohibited.

w. Signs. No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise during the construction and sales period. (Except for personal events not lasting longer than 3 days, and election promotional signs not to be placed for longer than two weeks.)

x. Leases. Any lease agreement between an owner of a Lot and a lessee thereof shall require that all terms comply with these protective covenants, conditions, and restrictions. All such leases shall be required to be in writing.

y. Animals For animal rights and restrictions refer to Herriman City zoning ordinances and policies.

z. No Hazardous Activities. No activities shall be conducted on any Lot and no improvements constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the

foregoing, no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed fireplace.

aa. Repair of Buildings. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Lot Owner thereof.

bb. Improvements and Alterations. There shall be no excavation, construction, or alteration which in any way alters the exterior appearance of any improvement on any Lot, nor removal of any improvements in the Subdivision (other than repairs or rebuilding) without continuing to comply with this Declaration.

cc. Rooftop Antennas and Other Devices. Television antennas are to be placed in the attic out of view. Satellite dishes shall be the small 18-inch diameter dishes only and are to be hidden from view of the street. No ham radio, citizens band, or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other Lot. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighbor's home or home entertainment facilities or equipment. All air conditioning, and heating equipment, must be screened from view and insulated for sound attenuation. Evaporative coolers are prohibited. Meter locations are to be designed into the architecture of the dwelling and screened from view. This provision does not apply to digital readout units. Solar panels must be designed to blend in with the dwelling architecture.

3. Enforcement. The park strip and front yard of each Lot shall be landscaped within the six (6) month period from its occupancy, or by June 30th of the period beyond six (6) months from the occupancy date if the occupancy date occurs in late fall or during the winter.

4. Interpretation. The captions, which precede the Articles and Sections of this Declaration, are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both of the genders. The invalidity or non-enforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

5. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Lot Owners, and all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representatives,

successors, and assigns. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

6. Enforcement and Right to Recover Attorney's Fees. Should an aggrieved Lot Owner be required to take action to enforce or construe the Declaration or any rules or regulations adopted from time to time, or to pursue any remedy or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorney's fees, costs and expenses which may arise or accrue.

7. Amendments. This Declaration may be amended upon the affirmative written approval of at least 67% of the Lot Owners. Any amendment shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah.

8. Duration. The covenants and restrictions of this declaration shall endure for a term of twenty (20) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

9. Termination of Prior CC&Rs. This Declaration completely amends and restates that certain Declaration of Architectural and Protective Covenants, Conditions and Restrictions for Lafayette Estates, recorded in the Salt Lake County Recorders office on September 9, 2008 as Entry no: 10516045, Book 9641, Beginning at Page 3177.

10. Execution by Counterparts. This Declaration may be executed and acknowledged in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument, and all executed counterparts shall be deemed to be part of the original Declaration.

Dated the day and year first above written.

DECLARANT:

Margaret G.B. Nielsen
Margaret G.B. Nielsen, an individual

11-17-2008
Date

Lori Bishop Seage, an individual

Date

David Crane Bishop, an individual

Date

successors, and assigns. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

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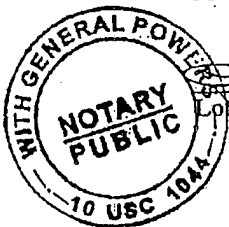
Dated the day and year first above written.

DECLARANT:

Margaret G.B. Nielsen, an individual

Date

18 NOV 2008



David Crane Bishop Seage, an individual

Date

David Crane Bishop, an individual

Date

SLC_279204.1

BK 9661 PG 6483

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Dated the day and year first above written.

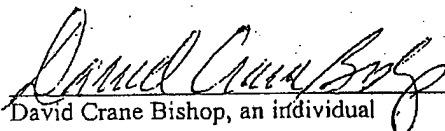
DECLARANT:

Margaret G.B. Nielsen, an individual

Date

Lori Bishop Seage, an individual

Date



David Crane Bishop, an individual

17 Nov 08

Date

Leslie Bishop Boyce
Leslie Bishop Boyce, an individual

11-18-08
Date

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of
November, 2008, by MARGARET G. B. NIELSEN, an individual.

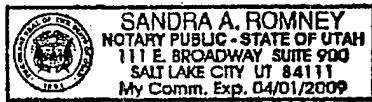
NOTARY PUBLIC

Leslie Bishop Boyce, an individual

Date

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of
November, 2008, by MARGARET G. B. NIELSEN, an individual.



Sandra A. Romney

NOTARY PUBLIC

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
November, 2008, by LORI BISHOP SEAGE, an individual.

NOTARY PUBLIC

STATE OF Virginia)
)ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 17th day of
November, 2008, by DAVID CRANE BISHOP, an individual.

My Commission Expires 04/30/2012

Patricia King

NOTARY PUBLIC

ID# 7195929

C. of Fairfax, VA.

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
November, 2008, by LESLIE BISHOP BOYCE, an individual.

NOTARY PUBLIC



Exhibit A

Lots 1 through 74 as shown on the final plat for Lafayette Estates, which plat was recorded in the office of the Recorder of Salt Lake County, Utah, recorded as Entry Number 10141642 on June 22, 2007 in Book 2007P, Page 252.

LOT NO.	PARCEL NUMBER
1	26264520020000
2	26264520030000
3	26264520040000
4	26264520050000
5	26264520060000
6	26264520070000
7	26264520080000
8	26264520090000
9	26264520100000
10	26264520110000
11	26264520140000
12	26264520130000
13	26264520120000
14	26264760050000
15	26264760060000
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