

**DECLARATIONS OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF HERITAGE FARMS SUBDIVISION**

**PHASE I, PHASE II, PHASE III, PHASE IV, and PHASE V**

THIS DECLARATION is made this 14<sup>TH</sup> Day of December, 2006 by Ron Thorne Construction, Inc. hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the said owner of certain property hereinafter referred to as the "Heritage Farms Subdivision", in Riverton City, Salt Lake County, State of Utah, more particularly described as follows:

All of the lots within "Heritage Farms Subdivision", are in accordance to the official plat thereof filed with the Salt Lake County, Utah.

WHEREAS, Declarant intends all of the lots within "Heritage Farms Subdivision" and each of them together with the common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE Declarant hereby, for the purpose of protecting the value and desirability of "Heritage Farms Subdivision", that all lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with "Heritage Farms Subdivision", and be binding on all parties having the right title, or interest in "Heritage Farms Subdivision", or any part thereof, their heirs, successors, and assigns, and shall insure to benefit of each owner thereof.

**ARTICLE I**

**DEFINITION**

Unless the context clearly requires otherwise, the following terms use in this Declaration shall have the following meanings:

“City” shall mean the city of Riverton, Utah and its appropriate departments, officials, and boards.

“Committee” shall mean the architectural review committee created under Article III of this Declaration.

“Heritage Farms Subdivision” shall have the meaning set forth in the witnesseth.

“Declarant” shall mean and refer to Ron Thorne Construction.

“Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions, together with any subsequent amendments or additions.

“Dwelling” shall mean the single family residence built or to be built on any Lot, including the attached garage.

“Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of a building.

“Lot” shall mean any numbered building Lot shown on any official plat of all or a portion of “Heritage Farms Subdivision”.

“Owner” shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligation, including the trustee and or beneficiary under deed of trust or mortgagee under a mortgage.

“Plat” shall mean an official ownership plat of any portion of “Heritage Farms Subdivision”, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

“Subdivision Improvements” shall mean all improvements and facilities to be included outside of the boundaries of Lots, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition for its approval of subdivision of “Heritage Farms Subdivision”.

## ARTICLE II

### RESTRICTIONS ON ALL LOTS

Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in "Heritage Farms Subdivision", and no Lot may be occupied or used in a manner that is in violation of such ordinance or Code.

Business or Commercial Uses. No portion of "Heritage Farms Subdivision" may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling.

Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on a Lot.

Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; provide that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control.

Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in "Heritage Farms Subdivision", are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

Secondary Water. All piping, if any, is installed as per city specs and turned over to the City. The City will keep maintained and serviced. Water shares have been donated to the City and they are responsible to supply water to "Heritage Farms Subdivision". The Declarant or its successor is in no way liable for anything to do with the secondary water system.

Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

Temporary Sales Office. No temporary building, shed, trailer etc. may be used for a sales office or construction office in the Heritage Farms Subdivision.

Maintenance of Property. All Lots and improvements on them shall be maintained in a clean sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading an unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garbage; lawn or garden furniture except during the season of us; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of Heritage Farms.

Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.

Vehicles Restricted to Roadways. No motor vehicle will be operated in "Heritage Farms Subdivision" except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress or egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicle as kept to the side or rear yard of the dwelling.

Kennels. No kennel or dog run may be place or maintained close than 50 feet to any residential dwelling, other than the dwelling on the Lot where the kennel or

dong run is maintained.

Fencing. All fencing materials shall consist of one or more of the following: stone, brick, block, concrete pre-cast, vinyl, or rod iron. Other materials must be approved by the committee. No wood fences shall be allowed.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of materials, colors, and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set for in this Declaration.

Committee Composition. The architectural control committee (the "Committee") will consist of three members, who may or may not be Owners. The initial Committee shall be appointed by the Declarant or its successor. On the date two years after all of the Lots have been sold by Declarant, or at such earlier dates as is selected by Declarant in its sole discretion, the Owners (the Owners of each Lot having one vote) shall elect membership of the Committee. Prior to the date on which the Owners shall elect the membership of the Committee, Declarant shall have the right to elect the membership. The right to elect the membership of the Committee also includes the right to remove one or more members of the Committee and to fill vacancies. The committee shall act by a majority vote of those present in any meeting duly called for conduction official business.

Approval by Committee Required. No Improvements of any kind, including without limitation the construction of any Dwelling, garage, guesthouse, outbuilding, parking enclosure, or any other permanent structure may be constructed erected or installed in the Covered Property without the prior consent of the Committee.

General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well designed community.

Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee for any loss, damage, or injury arising out of or in any way connect with the performances of the duties of the Committee. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statues, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that include any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

#### ARTICLE IV

#### ARCHITECTURAL RESTRICTIONS

All improvements on any Lot shall be subject to the following restrictions and architectural design standards:

Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least three cars.

Guest House, Barns, and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to in style and materials, including roof material.

Dwelling Size. The City has required that the maximum square footage of all floor area not exceed 40% of the Lot area. Garage area shall be included in the City's calculation of total floor area. Additional dwelling size requirements are as follows:

- (a) A Rambler One-story home shall be not less than 2,000 sq/ft.
- (b) A Two-story home shall have not less than 1100 square feet on the main floor, and not less than 2,400 square feet of finished living area.

Exterior Requirement. No structure shall be built less than 100% of

all the faces of the structure or either brick, stone or stucco. The color of all masonry used shall be disclosed to the Committee and Owners are encouraged to submit samples. The use of metal soffit or fascia sections is encouraged. Exposed cement foundation height shall average not more than 30 inches above finished grade on all sides. Wainscoat is acceptable. Wood exteriors are not permitted.

Roof Design. Roof pitches must be within a range of 8/12 to 12/12 slope. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc., as approved by the Committee.

No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal storage sheds are allowed.

Homeowners Association. If it becomes necessary for home owners in "Heritage Farms Subdivision" to organize and elect officers for the Home Owners Association. Each lot shall be entitled to one vote as a member of the "Heritage Farms Subdivision's Homeowners Association" and responsible to pay an annual fee voted on by the majority of the members.

## ARTICLE V

### GENERAL PROVISIONS

Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance and is subject to abatement by the Association or by an other Owner.

#### Remedies:

(a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the owner of any Lot), by any other Owner, or by the Committee in its own name. In any action brought to enforce these Covenants, the prevailing party shall be entitle to recover as part of its judgment the reasonable costs of enforcement, including attorneys fees and cost of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local

laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in additions to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against other similar violations.

Severability. Each of the covenants, conditions and restrictions

contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Limited Liability. Neither the Declarant, the Committee or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of "Heritage Farms Subdivision", Declarant's approval to any amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment.

Construction Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in "Heritage Farms Subdivision" is conclusively deemed to have notice of this Declaration and its contents and to have consented to the application and enforcement of each of the covenants, conditions and restrictions contained herein against his Lot, whether or not there is reference to this Declaration in the instrument by which he acquires his interest in any Lot.

Notices. All notices under this declaration are deemed effective 72 hours after mailing, whether delivery proved or not, provided that any mailed notice must have postage prepaid and be sent to the last know address of the party to receive notice. Notices delivered by hand are effective upon delivery.



Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of "Heritage Farms Subdivision". Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

Mortgagee Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on "Heritage Farms Subdivision" that is made in good faith and for value; provided, however, that all if the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

Executed on the date state above.

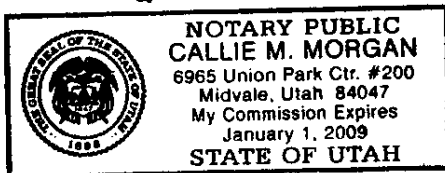
Ron Thorne Construction, Inc.

By Ronald H Thorne

State of Utah, County of Salt Lake:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> of August 2005 by Ronald H Thorne, Inc Ron Thorne Construction.

Callie Morgan



Notary Public

My Commission Expires: Residing at: Midvale, UT.

### HERITAGE FARMS SUBDIVISION PHASE 1

Lot 101	27-28-331-002	Lot 119	27-28-327-005
Lot 102	27-28-331-001	Lot 120	27-28-328-008
Lot 103	27-28-330-007	Lot 121	27-28-328-009
Lot 104	27-28-330-008	Lot 122	27-28-328-010
Lot 105	27-28-330-009	Lot 123	27-28-328-007
Lot 106	27-28-330-013	Lot 124	27-28-328-006
Lot 107	27-28-330-012	Lot 125	27-28-328-005
Lot 108	27-28-330-011	Lot 126	27-28-328-002
Lot 109	27-28-330-010	Lot 127	27-28-328-001
Lot 110	27-28-330-003	Lot 128	27-28-329-006
Lot 111	27-28-330-002	Lot 129	27-28-329-007
Lot 112	27-28-330-001	Lot 130	27-28-329-008
Lot 113	27-28-330-004	Lot 131	27-28-329-009
Lot 114	27-28-330-005	Lot 132	27-28-329-010
Lot 115	27-28-330-006	Lot 133	27-28-332-002
Lot 116	27-28-327-003	Lot 134	27-28-332-003
Lot 117	27-28-327-002	Lot 135	27-28-332-004
Lot 118	27-28-327-004		

### HERITAGE FARMS SUBDIVISION PHASE 2

Lot 201	27-28-329-005	Lot 219	27-28-302-009
Lot 202	27-28-329-004	Lot 220	27-28-302-008
Lot 203	27-28-329-003	Lot 221	27-28-302-007
Lot 204	27-28-329-002	Lot 222	27-28-302-006
Lot 205	27-28-329-001	Lot 223	27-28-302-005
Lot 206	27-28-303-005	Lot 224	27-28-304-003
Lot 207	27-28-303-006	Lot 225	27-28-304-004
Lot 208	27-28-303-011	Lot 226	27-28-304-005
Lot 209	27-28-303-010	Lot 227	27-28-304-006
Lot 210	27-28-303-009	Lot 228	27-28-304-007
Lot 211	27-28-303-008	Lot 229	27-28-304-008
Lot 212	27-28-303-007	Lot 230	27-28-304-009
Lot 213	27-28-303-001	Lot 231	27-28-304-010
Lot 214	27-28-303-002	Lot 232	27-28-304-020
Lot 215	27-28-303-003	Lot 233	27-28-306-009
Lot 216	27-28-303-004	Lot 234	27-28-306-010
Lot 217	27-28-302-011	Lot 235	27-28-332-001
Lot 218	27-28-302-010		

**HERITAGE FARMS SUBDIVISION PHASE 3**

Lot 301	27-28-306-008	Lot 315	27-28-304-018
Lot 302	27-28-306-007	Lot 316	27-28-304-017
Lot 303	27-28-306-006	Lot 317	27-28-304-016
Lot 304	27-28-306-005	Lot 318	27-28-304-015
Lot 305	27-28-306-004	Lot 319	27-28-304-014
Lot 306	27-28-306-003	Lot 320	27-28-304-013
Lot 307	27-28-306-002	Lot 321	27-28-304-012
Lot 308	27-28-306-001	Lot 322	27-28-304-011
Lot 309	27-28-305-005	Lot 323	27-28-304-001
Lot 310	27-28-305-004	Lot 324	27-28-304-002
Lot 311	27-28-305-003	Lot 325	27-28-302-004
Lot 312	27-28-305-002	Lot 326	27-28-302-003
Lot 313	27-28-305-001	Lot 327	27-28-302-002
Lot 314	27-28-304-019	Lot 328	27-28-302-001

**HERITAGE FARMS SUBDIVISION PHASE 4**

Lot 401	27-28-306-013	Lot 413	27-28-305-006
Lot 402	27-28-306-012	Lot 414	27-28-305-007
Lot 403	27-28-306-011	Lot 415	27-28-304-026
Lot 404	27-28-305-011	Lot 416	27-28-304-025
Lot 405	27-28-305-010	Lot 417	27-28-304-024
Lot 406	27-28-305-009	Lot 418	27-28-304-021
Lot 407	27-28-305-008	Lot 419	27-28-304-022
Lot 408	27-29-429-005	Lot 420	27-28-304-023
Lot 409	27-29-429-004	Lot 421	27-28-302-014
Lot 410	27-29-429-001	Lot 422	27-28-302-013
Lot 411	27-29-429-002	Lot 423	27-28-302-012
Lot 412	27-29-429-003		