

34  
6

ENT 29034:2003 PG 1 of 6  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Feb 27 1:04 pm FEE 34.00 BY JRD  
RECORDED FOR DE ROSE, GARY

# WILDROSE ESTATES

## Protective Covenants And Building Restrictions

I, the undersigned owner of the following described real property in the County of Utah, State of Utah described as: *Lot 1 through 15, WILD ROSE ESTATES Subdivision, according to the official plat of record filed in the office of the Utah County Recorder's Office.* Have deemed desirable to provided a general plan for the Development of all the development of all of the property described herein and the establishment of covenants upon said real property for the purpose of enhancing and protecting the value and attractiveness of said tract.

Title to all of the lots of the subdivision may be sold only subject to these protective covenants, conditions and restriction as set forth below.

The Undersigned, hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold subject of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, and restrictions shall run with the said real property and shall be binding to all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall insure to the benefit of each owner thereof.

### Article I Architectural Control

**Section 1. Building Type.** No lot shall be used except for residential and related purposes. No building shall be erected altered and permitted to remain on any lot other than the one (1) single family dwelling. Every single family dwelling shall have a minimum area above the ground of One Thousand SIX Hundred (1600) square feet, for a single level residence and One Thousand (1000) square feet for the main floor and ~~Eight Hundred~~ Fifty (850) square feet for the second floor of a multi-level residence. Every single family dwelling shall have a minimum square footage equal to main floor square footage. All construction shall be of new materials except for approved "Used brick".

**Section 2. Temporary Structures.** No trailer, basement, tent, shack or other outbuilding shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

**Section 3. Compliance with Zoning Ordinances of Highland City.** All buildings in said Subdivision shall be placed and used upon said lots in accordance with the provisions of Highland City Zoning Ordinances.

**Section 4. Architectural Guidelines.** The following architectural guidelines shall apply to all lots in

1. **Exterior.** Dwelling exterior shall be constructed of brick, stone, stucco or a combination thereof with at least 25% being brick or stone.
  - a. **Color Harmony:** The use of natural earth tones will be encouraged, along with the use of stucco, stone and limited amount's of wood as materials. The use of unpainted concrete or blocks and painted or unpainted metal siding is prohibited on exterior surfaces.
  - b. Soffit and fascia materials may be an aluminum or vinyl.
  - c. Both a & b are subject to Architectural Control Committee approval.
2. **Material for Roofs and Pitch.** Roofing material shall be tile or shake; however, a high-grade of architectural type asphalt roofing (minimum 25-year guarantee) may be permitted with Architectural Control Committee approval. All roofs shall have a 7/12 pitch or greater.
3. **Outbuildings.** Detached accessory buildings such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and/or encourage, subject to approval by the Architectural Control Committee, if said buildings:
  - a. Meet all applicable zoning with respect to size or location, or any other requirements, including the avoidance of recorded easements;
  - b. Conform in design and materials with the primary residential home on the lot;
  - c. They are not located adjacent to the front setback of the lot or closer than 10' to either dwelling or another outbuilding;
4. **Garages.** Every dwelling must have a minimum of a two-car garage.
5. **Fences.**

Under no circumstances will

'Chain link' fencing of any type, brand or may be allowed to be constructed on, any property within the *WILD ROSE* Subdivision except that green chain link fencing for the purposes of tennis courts may be permitted as

hereinafter set forth. The design of fences used to secure private swimming pools and private tennis courts shall be submitted to the Architectural Control Committee for approval prior to such fences being constructed. Fences shall not exceed 6' in height; and, any lot that abuts any open space shall not exceed 4' in height.

6. **Driveways and Walkways.** All driveways and walkways forward of the 30' front setback line shall be constructed of concrete, brick, flagstones, or similar high-grade material and not of asphalt, and be of a width to provide side by side parking for a minimum of two cars.
7. **Storage.** No storage of old cars or other items outside of an enclosed structure.

## Article II Architectural Control Committee

**Section 1. Duties of the Architectural Control Committee.** Duties of the Architectural Control Committee (hereinafter the "Committee"), consisting of four (4) members in hereby created, and the undersigned may fill vacancies in the Committee and remove members thereof at its pleasure. When ninety percent (90%) of the lots in the subdivision have been sold (either decded or sold under contract of sale) thereafter, upon designation of eighty-five percent (85%) of those who are owners (either by contract or purchase or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members in order to create vacancies for the new appointments; however one person designated by the unassigned shall always remain a member if said Committee if the undersigned so desires. The functions of said Committee shall be in addition to the functions elsewhere in the Decleration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in the subdivision, so that all structures shall confirm to the restrictions and general plans of the undersigned, and of the Committee for the improvement and development of the entire subdivision. Nothing in this paragraph shall be constructed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Decleration except as herein specifically provided. The Committe may act by any three (3) of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least three (3) members.

**Section 2. Enforcement.** The Architectural Control Committee or any owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Decleration or any Amendment thereto, including the right affected lot owner agree that if the court finds on favor of the party bringing the action to enforce the covenants herein cantained, that such lot owner or owners shall pay a reasonable attorney's fee as such fees may be fixed by the court.

**ARTICLE: III**  
**Violations and Powers of Enforcement**

**Section 1: The Committee's Powers of Enforcement.** Enforcement shall be accomplished by any lawful means, including proceeding at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain violation or recover damages. In the event a legal action is instituted by the Committee to enforce compliance with or due to a breach of any of the provisions of this Declaration, the party found to have violated any provision(s) of this Declaration shall be liable to the prevailing party for the prevailing party's legal costs and expenses, including a reasonable attorney's fee. If after fourteen (14) day's written notice, an Owner fails to remedy a violation (the "Defaulting Lot Owner"), another Owner and/or the Committee may (in addition to other lawful remedies available to it) cause such violation or condition to be remedied and the cost thereof shall be charged to the Defaulting Lot Owner in which event such costs shall be deemed a special assessment to such Defaulting Lot Owner and shall attach as a lien to the Defaulting Lot Owner's Lot, and shall be subject to levy enforcement and collection by the other Owner, and/or the Committee, in accordance with the collection by the assessment lien procedure provided in Article III, Section 2. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

**Section 2: Lien and Collection of Assessments.** All sums assessed to an Owner pursuant to this Declaration, together with interest thereon at the legal rate of interest from the date of assessment until paid, before or after judgement, shall be secured by a lien on such Lot and the Improvements thereon, in favor of the Committee. To evidence a lien for sums assessed pursuant to this Declaration, the Committee shall prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owners of the Lot, and a description for the Lot. Such notice shall be signed by a duly authorized representative of the Committee and shall be recorded in the Office of the County Recorder of Utah County, State of Utah. Such lien may be enforced by sale or foreclosure of the Lot encumbered by the lien at a foreclosure sale conducted by the Committee and generally in accordance with the provisions of Utah law applicable to the exercise of powers of sale or foreclosure under deed of trust or mortgage or in any manner permitted by Utah law. In any such sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including but not limited to a reasonable attorneys fee and court costs, and such costs and expenses shall be secured by the lien herein provided whether or not same shall be specifically set forth therein.

**Section 3. Additional Enforcement.** Additionally and after reasonable notice in writing, an Owner not at the time in default hereunder, the Committee, or the Declarant, shall have the option of bringing an action for damages, specific performance, or injunctive relief against any defaulting Owner, and in addition may sue to have enjoined any violation of this Declaration. Any judgement shall include an award of the legal costs and expenses, including a reasonable attorney's fee, entered against the losing party and in favor of the prevailing party. Each remedy provided in this Declaration shall be cumulative and not exclusive or exhaustive. Suit to recover a money judgment may be maintained without foreclosure of waiving the lien securing the

same.

**Section 4. Right of Entry.** The Committee shall have a limited right of entry in and upon all Lots and the exterior of all Residences for the purpose of taking whatever corrective action it deems necessary or proper. Nothing in this Section or Article shall in any manner limit the right of the Owner to exclusive control over the interior of his or her Residence.

**Section 5. Committee Authority.** The Committee shall have the right to enforce any applicable provision hereof in the same manner provided to the Committee.

#### **ARTICLE: IV General Provisions**

**Section 1: Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept on the lots, provided they are kept, bred, or maintained for any commercial purpose and shall not exceed two (2) in number. Notwithstanding the foregoing, no such dog or cat permitted upon the premises shall be kept on the property, which results in any annoyance or becomes obnoxious to residents in the vicinity.

**Section 2: Landscaping.** All lots fully landscaped from curb including parking strip to rear line of house. To be completed within one (1) year of occupancy. Rear yards to be completed within two (2) years of occupancy.

**Section 3: Acceptance of Restrictions.** All purchasers of property described above shall, by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, are hereby conclusively deemed to have consented and agree to all restrictions, conditions, covenants, and agreements set forth herein.

**Section 4: Duration.** This Declaration shall continue in full force and effect for a period of forty (40) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years.

**Section 5: Amendment.** There shall be no amendments to this Declaration, *WITHOUT A 75% VOTE IN FAVOR OF THE AMENDMENT OR CHANGE.*

**Section 6: Severability.** Invalidation of any portion of this Declaration shall in no way effect any of the other provisions which shall remain in full force and effect.

**Section 7: Covenants Shall Run With The Land.** All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding on and for the benefit of all the property and all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner and are imposed upon the Property as a servitude in favor of each parcel thereof as the dominant tenement or tenements.

**Section 8: Paragraph Headings.** The heading which precede the paragraphs and sub-paragraphs of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed.

**Section 9: Foreclosure.** Should any mortgage be foreclosed on the property, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of such Property, shall be subject to and bound by all the restrictions enumerated herein.

Dated this 27 day of FEB, 2003

By: [Signature]

STATE OF UTAH            )  
  )ss.  
COUNTY OF UTAH        )

On the 27<sup>th</sup> day of Feb. 2003, personally appeared before me Gary Derosé, the ~~Steve Holland~~, the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: 9/30/06

Residing at: Utah County

[Signature]  
Notary Public

