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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

HOGGAN LANE SUBDIVISION

6972236
05/26/98 08:21 AM 34.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
PO BOX 1020
DRAPER, UT 84020
REC BY:V ASHBY
DEPUTY - WI

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ by NEWPORT HOLDINGS, INC., hereinafter called the "Declarant".

RECITALS:

A. The Declarant is the owner, in fee simple, of the tract of land in Draper City, Salt Lake County, Utah, containing **nine (9)** lots, as shown on the Plat entitled Hoggan Lane Subdivision (hereinafter referred to as the "Plat"), which is recorded among the land records of Salt Lake County as Book _____, Page _____ and is hereinafter referred to as Hoggan Lane as "the subdivision" or as "the property".

B. The Declarant, for the purpose of creating and maintaining a general scheme of development and for the protection of the economic interests of the Declarant and all successors in interest, desires that the aforesaid lots be subject to the covenants, conditions and restrictions hereinafter set forth.

C. The purpose of the Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants and Restrictions") is to establish, enhance and uphold the quality of the subdivision, as hereinafter defined, and to support and preserve maximum property values for the Declarant and all future property owners within the subdivision. To further these purposes, the Declarant and each Lot Owner, as hereafter defined, has the individual right, (but not obligation) to enforce these Covenants and Restrictions against any violation (actual or prospective) by any means provided herein or by appropriate legal or equitable proceedings. The Declarant has no legal obligation to enforce these Covenants and Restrictions but may selectively act to further its own best interests. Any property owner within the subdivision has the right to retain legal counsel to enforce any of the Covenants and Restrictions.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, and all property owners within the subdivision shall be subject to the covenants, conditions, restrictions and reservations hereinafter set forth.

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ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

- (a) "The Property" shall mean and refer to all the real property shown on the Recorded Plat referred to above.
- (b) "Lot" shall mean and refer to those properties designated as Lots 1 through 4 on the aforesaid Plat.
- (c) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence by a single family.
- (d) "Developer" or "Declarant" shall mean and refer to the undersigned parties and their successors and assigns.
- (e) "Lot Owner" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided,, that (a) no Lessee (other than a Lessee under a 99 year lease creating a ground rent of such Lot), and (b) no Mortgagee or Trustee under a Deed of Trust of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee or Trustee acquires of record the Mortgagor's or Grantor's equity of redemption in said Lot.
- (f) "Subdivision" shall mean the final Hoggan Lane Subdivision as recorded among the Land Records of Salt Lake County; or as amended in accordance with this Declaration.
- (g) "Plans and Specifications" shall mean engineering site plans, landscape plans, and architectural working drawings and any other supporting documents which may be required by the Developer.

ARTICLE II

PROPERTY SUBJECT OT DECLARATION AND MUTUALITY OF BENEFIT

SECTION 1. Property. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these restrictive covenants is located in Draper City, Salt Lake County, State of Utah, and is more particularly designated on the Plat.

SECTION 2. Benefit. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual, equitable servitude's upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owners of each such Lot, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

ARTICLE III

ARCHITECTURAL REVIEW

SECTION 1. Purpose.

(a) No building, fence, wall, hedge or other structure or permanent improvement of any type, shall be constructed on any Lot until the plans and specifications, including design, location, description of materials, color scheme and a grading plan showing the location of the structure or improvement, with all necessary supporting details associated therewith, have been approved in writing by the Declarant or such Architectural Review and Control Committee as Declarant may establish as provided hereunder. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by the Declarant or its assignee or the Architectural Review and Control Committee (hereinafter "the Committee"), as the case may be. Before commencement of any such construction, the owners of lots shall present their Plans and Specifications to the Declarant. Plans and Specifications within said thirty (30) day period after submission, the Plans and Specifications shall automatically be approved.

(b) The Declarant shall have the right to refuse to approve any Plans and Specifications, or grading and landscaping plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications, or grading or landscaping plans, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadway as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser of purchasers of lots in Hoggan Lane to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Declarant or its assigns for all costs and expense to which it may be put as a result of said failure, including by not limited to court costs and any improvements required to correct the situation including costs of demolition and reconstruction, if necessary. Any approved dwelling constructed on said lots shall be completed in every exterior detail within twelve (12) months from date of beginning such construction, which, unless otherwise agreed in writing between the parties, shall commence within 60 days of the closing of the subject lot purchase by the owner thereof. Front yard landscaping for all lots must be completed by each lot owner within nine (9) months of occupancy of said residence and the balance of the property must be completely landscaped within twelve (12) months thereafter. Declarant reserves the right to charge a reasonable deposit to the pertinent land owner to insure completion of landscaping in a timely manner or to accept such other tangible assurances as may be reasonably necessary to accomplish the intent and purpose of these covenants and restrictions.

SECTION 2. LIABILITY. Neither the Declarant, nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the forgoing provisions, nor for any structural or other defects in any work done according to such Plans and Specifications.

SECTION 3. SIZE OF DWELLINGS. Unless otherwise approved in writing by Declarant or the Architectural Review Committee, as the case may be, the finished above ground floor area of any residential structure, exclusive of any open porches and garages, shall not be less than 2,100 square feet for a single story, (in which case a full basement of not less than 2,000 feet is required) and not less than 2,800 square feet for a multi-story (in which case a basement of not less than 1,500 square feet is required).

SECTION 4. ROOFING AND EXTERIOR MATERIALS.

(a) All exterior materials utilized on dwelling and other structures shall consist of natural materials including stone, brick, stucco, etc. Aluminum, steel and vinyl are to be used only as soffit and a fascia unless otherwise approved by the Architectural Control Committee in writing. The roofing material on all homes or other structures built on any lot shall be either cedar, tile or high grade architectural asphalt shingles, all as approved by Declarant or the Committee as to material, style and color. All roofs shall have a pitch of 8/12 or greater. It is important that each structure on each lot require limited maintenance. These covenants are designed to establish a quality development and to maintain its integrity as long as possible. Each lot owner covenants and agrees to promptly and adequately maintain all roofing and exterior materials and to paint, repair and otherwise preserve all such materials as conditions may require to continually maintain an attractive appearance for all of the homes within the subdivision for the common benefit and enjoyment of all owners within the subdivision.

(b) Additional standards required for structure materials. Unless otherwise approved by the Declarant or the Architectural Review and Control Committee, the exterior materials utilized on the front and sides of the Dwellings and the structures shall consist of at least sixty percent (60%) stone or brick and the balance may be stucco or high quality siding if and to such extent as the same are approved by Declarant and/or Committee. Aluminum and vinyl siding are not permitted. Central Air-conditioning is required and no "swamp coolers" are permitted. If a street light is not required and installed by Draper City, then each Lot Owner is required to install a front yard street lantern at the front of their lot as part of their overall landscaping design. Style, color and placement of such street lighting is subject to review and approval by the Declarant or the Committee.

SECTION 5. Architectural Review Committee. Declarant, may, at any time, establish an Architectural Review and Control Committee consisting of one or more property owners within the subdivision, in which case, said persons as an Architectural Review Committee shall have all of the rights and authorities pertaining to Architectural specifications and control as provided herein to the Declarant. Said Architectural Review and Control Committee shall be established in writing and the same may, but, is not required to be recorded. The members of the Committee may be changed at any time by majority vote of the property owners within the subdivision.

ARTICLE IV

USE AND BUILDING RESTRICTIONS

SECTION 1. LAND USE. Lots as shown on the Plat shall be used for private, residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than as a detached Dwelling, designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a Lot Owner or member of the Lot Owner's family, provided that such additional improvements are approved by Declarant, the Committee, and Draper City, as the case may be. Residential use shall not bar a home office use of the property provided the Owner of said Lot complies with the applicable zoning regulations of Draper City.

SECTION 2. BUILDING RESTRICTIONS. The following building restrictions shall apply to all lots in the subdivision:

(a) No structure of a temporary character, such as but not limited to a trailer, shack, shed, or tent, shall be placed or used on any of the lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except as may be submitted, reviewed and approved by the Declarant or

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the Committee. Notwithstanding anything hereunder the contrary, a temporary structure may be placed or used on a lot within the subdivision if used and operated solely in connection with the Construction of Permitted Permanent Improvements, provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after completion of the construction of the permitted permanent improvements; and provided, further, that such structure shall be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first. Permanent sheds of high quality construction shall be permitted subject to review and approval by Declarant or the Committee.

(b) Attached and finished three car garages are required for all Dwellings within the subdivision.

(c) No recreation vehicles, such as, but not limited to, campers, motor homes, boats, trailers, and tent vehicles, may be parked or kept on any Lot, where such placement is visible from the street without first obtaining written approval of Declarant or the Committee, which approval shall not be granted unless an acceptable parking pad is provided. This pad shall be located so that its front is no less than fifteen (15) feet nor more than twenty (20) feet behind the front of the dwelling and shall be next to the dwelling. The front of this pad shall be appropriately fenced. No motorized bikes or similar type recreation vehicles may be operated on any Lot.

(d) No pets or live poultry, hogs, cattle, horses, rabbits, birds or other similar animals or livestock shall be kept on any Lot. However, a maximum of one (1) dog or one (1) cat is permitted, provided that they are properly housed and cared for and are restricted to the owner's property. As recognized in paragraph (f) below, any noises associated with pets and animals that become a nuisance to others is a breach of these covenants and shall be promptly stopped upon receipt of a written complaint from any third party.

(e) Owners of lots shall be responsible for providing driveway access to their homes from the paved portion of the public road or common driveway abutting the owner's Lot as designated on the Plat. Any damage to the sidewalk, curb or gutter shall be repaired by the owner at their sole expense.

(f) All lots in the subdivision shall be kept free from rubbish and trash of every kind, clean and with lawns, including the area between the lot line and the paved portion of the road, neatly mowed a minimum of twice per month during the growing season, so that grass and weeds do not exceed 8 inches in height. In the event the owners of any lot(s) do not so maintain their lot(s), the Declarant shall have the right to enter upon said Lot to cut or remove the grass, weeds, rubbish or trash, and the Owner of any Lot or parcel so benefited shall pay reasonable charges for such services as determined by the Declarant.

(g) No future facilities, including poles and wire for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside antennae towers or television discs of any kind shall be erected without the prior written approval of the Declarant or the Committee.

(h) No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or individual neighbors or owners of nearby lots. No outdoor clothes drying or storage of any articles is permitted except in enclosed areas designed for that purpose. No outdoor storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pickup trucks can be parked on driveway areas only. No truck of any type shall be parked for storage overnight or longer on any Lot in the Subdivision in such a manner as is visible to the occupants of other lots in the Subdivision or the users of any street within the Subdivision, unless the prior written approval of the Declarant or the Committee has been obtained except for temporary guests of individual Lot owners. No vehicle shall be parked on any street in the subdivision (and only then when there is insufficient parking space on the individual Lot Owner's property). Any vehicle parked on the street must be moved within 24 hours. Parking of any and all types of other equipment or vehicles are permitted only while being repaired and only in garages, or enclosed buildings. Storage of any equipment or vehicles in open areas is not permitted. A business cannot be operated on premises that would cause any noise, odor, excess traffic or parking, or that would be offensive to neighbors. Any business conducted on premises must be approved by the Architectural Review or Control Committee.

(i) All fencing must be approved by the Committee and shall be installed in accordance with Draper City building codes, as approved by said Committee. No fence, wall, hedge, tree or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 30 feet from the street corner. Any and all fencing, as approved by the Declarant or the Committee, shall not extend from the rear of the applicable lot along the side boundaries of such property beyond the residential structure (i.e., shall not extend, at any height, beyond the prescribed termination point which is the distance from the front of the lot to the front entry door to the completed residence). All materials used for construction of any fence within the subdivision must be approved by the Declarant or the Committee. The Declarant or the Committee are authorized to require such color, materials, style and location as may be necessary to cause all such fences to blend together in an aesthetically appealing manner to create compatibility and uniformity in the subdivision for the benefit of all lot owners therein. Lots 2 through 6 shall be required to install WOODGUARD 1x4 picket slat fencing with spacing along their south property line.

(j) Easements for installation and maintenance of utilities and drainage are reserved as shown in the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage or any other utilization of the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(k) No sign of any kind shall be displayed to public view on any lot except on professional sign of not more than one square foot to advertise the property for sale or rent, or signs used by a builder to advertise the property under construction during a reasonable sales period associated therewith (not to exceed six months).

(l) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in any part by fire, windstorm, or from any other cause or act of God, must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such condition remain longer than sixty (60) days.

DAMAGE TO THE ROAD SYSTEM RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

(m) The provisions of Article III are incorporated herein by reference and are to be construed and applied, together with this Declaration in its entirety, in a manner consistent therewith.

ARTICLE V – GENERAL

SECTION 1. Provisions to Run With the Land. The provisions contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any part of said land included in the Plat, their respective legal representatives, heirs, successors, and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Enforcement of these Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these Covenants and Restrictions, such action may either be to restrain violation or to recover damages and all other costs associated therewith, including reasonable attorney fees.

SECTION 2. Term and Amendment. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and any Lot Owner, their respective legal representatives, heirs, successors and assigns until December 31, 2008. After December 31, 2008, the remaining provisions in this Declaration may be amended and/or terminated in their entirety by an instrument signed by not less than sixty seven percent (67%) of the Lot Owners entitled to vote, which instrument shall be filed for recording among the Land Records of Salt Lake County, Utah or in such other place of recording as may be appropriate at the time of the instrument.

SECTION 3. Severability and Invalidation. Invalidation of any of these covenants, agreement, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 4. Limitation. These restrictions shall apply to the lots as shown on the aforesaid Plat entitled Hoggan Lane Subdivision and shall not be binding on any other property of the Declarant, its successors or assigns.

SECTION 5. Subdivisions. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback lines, to alter any easements, and to otherwise revise the aforesaid Subdivision Plat and or Development Plan of Hoggan Lane Subdivision in any respect subject to applicable Draper City, Utah regulations and requirements. In connection therewith, the Declarant further reserves the right to modify the Subdivision Plat and/or Preliminary Plan as filed with Draper City, Utah, as to any lots to be re-subdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such waivers or consents as may be required by Draper City, Utah, consenting to the alteration of the Subdivision Plat and/or Development Plan.

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ARTICLE VI – GENERAL

SECTION 1. Reservation of Rights. The Declarant reserves an easement to exercise its right at any time prior to or subsequent to conveyance of individual lots in Hoggan Lane Subdivision enter upon any of the property, to complete, in its sole discretion, development of the property; such development includes but is not limited to tree cutting, and grading and filling, in order to install roads, storm drains and utilities.

SECTION 2. Waiver of Restrictions and Covenants. The Declarant its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants place on this property as the Declarant deems necessary or in the best interest of the subdivision as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

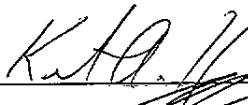
SECTION 3. Special Limited Power of Attorney.

AS STATED IN ARTICLE VI, SECTION 5, DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH WAIVERS OR CONSENTS AS MAY BE REQUIRED BY DRAPER CITY, UTAH CONSENTING TO THE ALTERATION OF THE SUBDIVISION PLAT AND/OR PRELIMINARY PLAN.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be properly executed by its duly authorized representative as of the day and year first above written.

DECLARANT:

HOGGAN LANE SUBDIVISION



Kent A. Hoggan, President

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

I HEREBY CERTIFY, that on this 1 day of May, 1998, before me, the subscriber, a Notary Public of the State of Utah, personally appeared Kent Hoggan who acknowledged himself to be the President of Newport Holdings, Inc. Company, Inc., and he acknowledged that he executed the foregoing Declaration of Covenants and Restrictions on behalf of the said corporation for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid corporation.

AS WITNESS my hand and Notarial Seal.



NOTARY PUBLIC
Residing at: _____



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