

ASHLEY PARK NO. 7 SUBDIVISION  
RESTRICTIVE COVENANTS

5598068  
07 SEPTEMBER 93 03:28 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
RFP CORP  
3015 DICKENS PL SLC UT 84108  
REC BY: SHARON WEST , DEPUTY

PART A: PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of Salt Lake, Salt Lake County, State of Utah, to wit:

All of Lots #1 through #37, inclusive, ASHLEY PARK NO. 7 SUBDIVISION, according to the official plat thereof.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B: RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in heights and private garages for not more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. Each home must have a three car garage, unless the Architectural Control Committee gives written approval for a two car garage.

2. Architectural Control

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.

3. Dwelling, Quality and Size

The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,000 square feet for Ramblers. Multi-levels and two-story homes must be 2,250 square feet minimum above grade. Homes on lots #6 through #10, #13 through #18 and #19 through #24, must comply with grading plan as per Sandy City, or submit for approval a new grading plan. All other requirements for setbacks and other related items to be as per Sandy City. Exterior materials must include only brick, stone, masonry or stucco. Siding may be used only on soffet and fascia.

PART C: ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall be selected by Developer. After fifty percent (50%) of lots are built on, Architectural Control Committee to be elected from current property owners.

2. Membership

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation

5598068

480

BK 6748 PG 2291

for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of:

- Leon Peterson
- Kent Sorensen
- Victor Barnes

3. Procedure

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D: GENERAL PROVISIONS

1. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

CANYON RANCHES, L.C.,  
a Utah Limited Liability Company

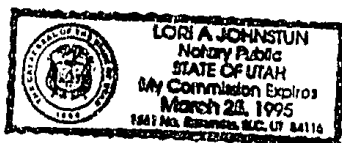
Richard V. Francis  
Richard V. Francis, Its' Manager

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 1993, by RICHARD V. FRANCIS, the MANAGER of CANYON RANCHES L.C., a Utah Limited Liability Company, who duly acknowledged that he executed the same by authority.

Lori A. Johnston  
Notary Public

My Commission Expires:  
Residing at:



BK6748PG2292