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07/19/95 10:22 AM 48-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
GUARDIAN TITLE
REC BY: B GRAY , DEPUTY - MP

DECLARATION OF RESTRICTIVE COVENANTS

Declaration of Restrictive Covenants, Agreements, Restrictions and Conditions affecting the real property known as THE HEATHERS SUBDIVISION thereof, executed by Nuteam, Inc. in the office of the Salt Lake County Recorder, which real property is more particularly described as follows:

Beginning at the Southwest Corner of Lot 2, of the Ashley Park Subdivision No. 3, said Southwest Corner is located S.1°13'12"W.272.904 ft. from the Northwest Corner of Section 15, T.3S., R.1E., S.L.B.& M.; thence S.1°12'12"W.223.60 ft. along the east boundary line of Ashley Park Subdivision No.3 to the center of Sego Lilly Drive, thence Southeasterly 344.20 ft. along said center of Sego Lilly Drive and along the arc of a 575.00 ft. radius curve to the right (Note: Long chord bears S.36°50'29"E. 339.08ft) to the point of reverse curve with a 575.00 ft. radius curve to the left; thence Southeasterly 613.75 ft. along said center of Sego Lilly Drive and along said curve to the left (Note: Long chord bears S.50°16'16"E. 585.03 ft); thence N&1&1.0°59'15"E 864.08 ft. along the west boundary line of Ashley Park Subdivision No.1 and No. 2 to the Southeast corner of lot 9 of said Ashley Park Subdivision No. 3; thence N. 89°34'42" W. 663.40 ft, along the south boundary line of said Ashley Park Subdivision No. 3 to the point beginning, containing 9.413 acres, 410.030 square feet. Zone R-1-9. Minimum lot size 9,000 square feet.

Being the proposed plat of THE HEATHERS SUBDIVISION.

Situate in Salt Lake County, State of Utah.

Whereas, the undersigned is about to sell lots of the above described property and desires to subject the said property and lots, pursuant to a general plan of improvement, to certain restrictions conditions, covenants and agreements between itself and several purchasers of said property as hereinafter set forth; and

Whereas, the undersigned desires to protect THE HEATHERS SUBDIVISION, it's surroundings and nature from undesirable encroachments, and to provide a means by which such character may be safeguarded and protected.

Now, therefore, the undersigned declares that the above described THE HEATHERS SUBDIVISION is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between the undersigned and the several owners and purchasers of said property and their respective heirs, successors and assigns, which restrictions, conditions, covenants and agreements shall inure to and be for the benefit of all purchasers of lots in the subdivision, their successors and assigns:

1. Architectural Control Committee:

A. Creation: An Architectural Control Committee consisting of the two (2) members has been created by the undersigned for the purpose of approving, rejecting, and requiring modification of any plans, specifications for structures to be erected on lots in said tract and for the enforcement of the covenants and conditions herein specified, so that all structures and properties shall conform to the restrictions and general plans of the undersigned and of the committee for the improvement and development of the whole tract.

B. Representative and Compensations: A majority of the committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants.

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C. Vacancies: The Undersigned may fill vacancies in the committee and remove members thereof as it so desires. However, when ninety percent (90%) of the lots in said tract have been sold (whether eighty-five (85%) of those who are then owners of lots in said tract ("Owners being record title owners or purchasers under contract) designating some particular person or persons to serve as a member or as members of said committee, the undersigned will forthwith so appoint such person or persons, and if necessary, remove from the committee an existing member or existing members to create vacancies for the new appointee or appointees; provided, however, that at least one (1) person designated by the undersigned shall always be a member of said committee unless the undersigned desires otherwise.

D. Action: The Architectural Control Committee may act by affirmative vote by both of its members, and any authorization, or approval made by the committee must be in writing and signed by both of its members thereof. In the event the committee of its designated representative fails to approve or disapprove of plans and specifications only, within fifteen (15) days after plans and specifications have been submitted to them, then approval shall be deemed to have been given.

2. Mutual and Reciprocal Benefits:

All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit for each and every lot created and the owners thereof, and shall be mutual and equitable servitude upon each of said lots in favor of each other lot and owner thereof on the aforesaid property and shall be reciprocal rights and obligations between the respective owners of all of the lots so created and shall be a privity of contract and estate between Grantees of said lots, their heirs, successors and assigns and shall, as to the owners of each lot in said tract, their heirs, successors land assigns, operates as covenants and conditions running with the land for the benefit of all other lots in a said tract.

3. Terms of Restrictions:

Each and all of the restrictions, conditions, covenants and agreements set forth herein shall continue in full force and effect and be binding until the first day of January 2001 upon which date the same shall be automatically continued for successive periods of ten (10) years each unless it is agreed by votes of the then record owners of a majority of the property owners to terminate and do away with the same; provided, however, that at any time after May 1, 1995, these restrictions, conditions, covenants, and agreements may be altered or modified by the vote of the then record owners of a majority of the lots in subdivision.

4. Improvements:

A. Type of Structures: No building other than one (1) single family dwelling house shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house, except the Architectural Control Committee can allow to be located in the area, churches, schools, playgrounds and any additional buildings can be constructed, but must not exceed 2500 ft. and shall conform to Sandy City Ordinance and be approved by the Architectural Control Committee.

B. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, by or other out buildings shall be used on any lot at any time as a residency, either temporarily or permanently.

C. Approval: No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the locations of the structure have been approved by the Architectural Control Committee as to quality of workmanship in materials, harmony of external design with its existing structure and as to the external design with its existing structure and as to the location with respect to topography and finish grade elevations.

D. Masonry: No structure shall be built with less than 100% stone, brick and stucco unless otherwise approved by the Architectural Control Committee. No log houses shall be constructed.

E. Size: The ground floor area of the main structure, (rambler) one story not including open porches and garages, shall not be less than 1,850 square feet, excepting that a two-story home shall not have less than a minimum of 1000 square feet on the ground floor area, with a total finished area of 2,000 square feet of the home. Three (3) and (4) level homes must not have less than 2100 sq. ft. finished on the

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top three levels. This can be achieved by counting the upper three (3) levels above ground level. A attached double car garage with not less than 500 square feet is required. Side yard requirements are 8' and 10' on the garage side.

F. Height: No structure shall exceed two stories above the ground level for living space.

G. Diligence in Building: When the erection of any residence or other structure is once begun, work thereon must be completed within a reasonable length of time, nine months shall be reasonable.

5. Resubdivision:

None of said lots may be resubdivided except that the undersigned, their successor or assigns may divide any of said lots so as to increase the size of adjoining lots or may divide any of said lots if, in the opinion of the undersigned, its successors and assigns of such size and character that it may be divided into two (2) or more lots which will each be similar to the other lots in said tract, and adequate in size and character to permit development similar to that on said other lots and such subdivision shall comply with City Ordinances

6. Fences:

No fence or wall shall be erected, placed or altered on any lot near to any street in the minimum building set back line unless prior approval is given by the Architectural Control Committee.

7. Pets, Animals, Etc.:

No animals other than a reasonable number of household pets shall be kept on any of said lots, accommodation of livestock such as horses, or other animals larger than dogs require approval by the Draper City Board of Adjustments. All owners of pets or livestock under this paragraph shall provide adequate fences, pens or houses for such animals in order to keep them from straying onto other's property;. In addition, all property owners shall be required to maintain said pens or houses for their pets in a sanitary condition in order to prevent odor and the accumulation of breeding insects.

8. Signs:

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales. None of these signs may be illuminated.

9. Oil and Mining Operations:

No oil drilling, oil development, operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. Rubbish Control:

No rubbish shall be stored or allowed to accumulate on any lot or property, improved or unimproved, in said subdivision. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding thirty (30) days. Trash, garbage or other wastes shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such rubbish shall be kept in a clean and sanitary condition. Each lot, whether improved or unimproved, shall be kept free of trash, weeds, rubbish and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Landscaping:

A. The area between the road and property line shall be graded and sodded with grass by the buyer. This shall be completed at the time of closing of the home.

B. Trees, lawns, shrubs or other plantings placed on the property shall be properly nurtured

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and maintained or replaced at the property owner's expense.

12. Obstructions:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at 254 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection at the street line property line extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of the driveway or pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Easements:

Such easements and rights-of-way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction, maintenance and operation of drainage pipes, irrigation pipes and ditches, conduits, poles, wires and any other means of conveying to and from lots in said tract, gas, power, culinary and irrigation water, telephone, telegraph services, sewage and other things for convenience to the owners of lots in said tract as may be shown on the recorded plat, and the undersigned, its successors and assigns shall have the right to reserve any deeds to any or all of the lots shown on the recorded plat. No structure of any kind shall be erected over any of such easements, except upon written permission of the undersigned, its successors or assigns and the various utility companies which may have said easements running in their favor.

14. Power Lines:

All power and telephone lines must be placed underground from each house or other structure to the nearest transformer, pole or vault. No owner shall place or permit to exist any suspended overhead power or telephone lines of any kind.

15. Parking:

No campers, boats, or trailers shall be stored in excess of five (5) days in streets, or other areas in open view within this subdivision.

16. Nuisances:

No noxious or offensive activity 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.

17. Penalties:

Violation of any of the restrictions, conditions, covenants, or agreements herein contained, shall give the undersigned, their successors and assigns, and the Architectural Control Committee the right to enter upon the property, upon or as to which said violations or breach exists, and summarily abates and remove at the expense of the owner, any erection, thing or condition that may exist thereon without being deemed guilty of trespass, conversion or destruction of property.

The results of every action or omission whereby any restriction, covenants, condition, or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. This remedy shall be deemed cumulative and not exclusive.

Violation of any of the restrictions, conditions, covenants or agreements herein contained by any of the purchaser's of said property or their heirs or assigns, shall give the right to any other owner of property in this subdivision, the Architectural Control Committee or the undersigned, their heirs, successors or assigns, to prosecute any violating or attempting to violate any such covenants and either prevent him or her from so doing or to recover damages for such violation.

In the event the undersigned, the Architectural Control Committee or any property owner

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the party found to be violation thereof.

Nothing contained herein shall be construed to require the Architectural Control Committee, or the undersigned, to enforce any of the provisions contained herein by commencing legal action or otherwise; and nothing contained herein shall be construed to allow any owner of any lot in this subdivision, their heirs, successors, or assigns, to commence suit against said committee or the undersigned.

18. Voting:

In voting pursuant to any applicable provision hereof, each lot owner of record shall be entitled to one (1) vote the action resulting from said vote shall be evidence by a written instrument signed and acknowledged by such lot owners and the same shall be recorded in the County Recorder's Office of Salt Lake County, Utah.

19. Acceptance of Restrictions:

All purchasers of property described above, or any portion thereof, shall, by acceptance of contracts or deeds for any lot or lots shown thereon or any position thereof, thereby conclusively shall be deemed to have consent and agree to all restrictions, conditions and covenants and agreements set forth herein.

20. Severability:

It is expressly agreed that in the event any covenant or condition or restriction herein before contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid conditions, covenants, or restrictions contained herein, all of which shall remain in full force and effect.

21. Paragraph Headings:

Paragraph Headings and phrases at the beginning of certain paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be party of this declaration, nor are they in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

In witness where, the owners have caused its ~~name~~ name to be hereunto affixed this 14 day of JUNE 1995.

By Don Palmer Pres.

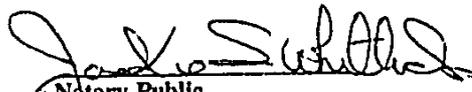
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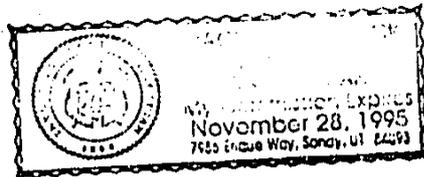
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STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 14th day of June 1995 personally appeared before me, Steven E, Howcroft, Don Parker and Ken W. Rindlesbach who being duly sworn, did say that within and forgoing Declaration of Restrictive Covenants was signed on behalf of said corporation.


Notary Public



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