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RECORDER, SALT LAKE COUNTY, UTAH
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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

LOTS 1-22 AND 24-70

OF THE

LONE PEAK MEADOWS SUBDIVISION

A RESIDENTIAL SUBDIVISION

IN

SALT LAKE COUNTY, UTAH

IVORY HOMES,
a Utah limited Partnership

AS DEVELOPER

BK 7876 PG 2434

WHEN RECORDED RETURN TO:

James R. Blakesley
Attorney at Law
2102 East 3300 South
Salt Lake City, Utah 84109

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1-22 AND 24-70 OF
LONE PEAK MEADOWS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for LOTS 1-22 and 24-70 of LONE PEAK MEADOWS SUBDIVISION, (the "Declaration") is executed this 3rd day of February, 1998, by IVORY HOMES, a Utah limited partnership of 970 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer"), with reference to the following:

RECITALS

A. Developer is the owner of Lots 1-22 and 24-70, inclusive, of the LONE PEAK MEADOWS SUBDIVISION (the "Property").

B. Developer desires to provide a general plan for the development of all of the Property and for the establishment of covenants, conditions and restrictions to enhance and protect the value and attractiveness of the Property, all in accordance with the provisions of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Developer hereby covenants, agrees and declares that the Property shall be subject to the following covenants, conditions and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:

- a. "Builder" shall mean an Owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.
- b. "Dwelling" or "Home" shall mean the detached single family residence, place of habitation, abode or living unit constructed upon a Lot.
- c. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within the Property and where the context so requires any Dwelling constructed thereon.
- d. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the

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performance of an obligation.

e. "Subdivision" shall mean the LONE PEAK MEADOWS SUBDIVISION.

2. Area of Application. This Declaration shall apply to all of the Property.

3. Right to Expand Application. The Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded.

4. Architectural Control. No Dwelling shall be constructed upon a Lot or structurally altered unless the following requirements are satisfied:

a. Dwelling. Only single family residential Dwellings are allowed. Height of any Dwelling shall not exceed two (2) stories above ground. Each Dwelling shall have a private garage for not less than two (2) automobiles. Rambler Homes shall have a minimum of 1,275 finished square feet above ground level. Two story Homes shall have a minimum of 1,500 square feet above ground level. Multi-level or split-level Homes shall have a minimum of 1,275 finished square feet above the lowest basement level. Square footage of any style is exclusive of: garages, porches, veranda, patios, porches and steps. Exterior materials may include any combination of brick, stone, rock or maintenance-free stucco. On each Home, maintenance-free aluminum or vinyl siding will only be allowed for fascia or trim. Any detached accessory building must conform in design and materials with the primary residential Dwelling.

b. Landscaping. Landscaping on each Lot shall be the responsibility of the Lot Owner, who shall comply with the following minimum standards:

1) Landscaping shall be installed in front yards, between the front line of the house and the sidewalk on the entire width of the Lot, excluding the driveway. On corner Lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the adjacent public right-of-way. Each Lot Owner shall install and maintain a sprinkler system that is adequate to provide water to the entire Lot.

2) Landscaping shall include at least one tree and a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also be included in the landscaped area. Species, size, and placement of landscape elements shall be determined by the Lot Owner. Landscaping of all front and side yards facing a street shall be completed within 12 months after the date the initial Owner occupies a Dwelling on a Lot or closes on the acquisition of the Lot, whichever first occurs.

c. Walls, Fence and Hedges. No fence, wall, hedge, or other similar structure shall be erected in a required front yard to a height in excess of 3 feet, nor shall any such structure be erected in any side or rear yard to a height in excess of 6 feet. No fence, wall, hedge or other

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similar structure shall be erected in any yard bordering a street or front yard of any adjoining Lot to a height in excess of 6 feet any nearer to any street than the minimum building setback line. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, such retaining wall may be topped by a fence, wall or hedge or similar structure 6 feet in height. The only acceptable fencing materials are: wood, masonry or vinyl. Walls, fences, landscaping and the like constructed or installed within a public utility or drainage easement are constructed or installed at the Owner's risk and may have to be removed, dismantled or destroyed and restored to its original condition, at said Owner's sole expense, where necessary because of the need for drainage or public utility servicing, installation, alteration or repairs by a utility company or as required by a public or private authority.

d. **Detached Accessory Buildings.** A detached accessory building may be permitted, subject to all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall compliment in design and composition the Dwelling placed on the Lot and in no event shall such accessory building be permitted with a height greater than the Dwelling itself.

e. **Prohibitions Against Soil Erosion and Runoff.** It shall be the responsibility of each Owner to direct site work relative to each Lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Each Property Owner shall cause all construction to take place in a good and workmanlike fashion.

f. **Temporary Structures.** No trailer, tent, shack or other outbuilding shall be placed upon or used at any time as a temporary or permanent residence.

g. **Completion of Building and Landscaping.** When the construction of any Dwelling or other structure is begun, work thereon must be carried out diligently and completed within 24 months of the date that site excavation is commenced.

h. **Construction Activities, Clean Up, Owner Liability, Cash Deposit.** Each Owner shall be fully responsible for clean up of all construction materials, debris, and refuse resulting from construction activities undertaken with respect to such Owner's Lot. Each such Owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining Lots resulting from his acts or the acts of contractors and work persons in performing construction activities on such Lot.

i. **Compliance with Applicable Zoning Ordinances.** All land use and buildings installed or constructed on the Property shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the Property.

j. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage

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or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots in the Property and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

5. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets or in front yards. Recreational, commercial, oversized or other motor vehicles may be stored on cement parking slabs in side yards so long as they are in running condition, regularly used and properly licensed.

6. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All refuse containers shall be kept in sanitary condition. No refuse containers, unsightly material or objects are to be stored on any Lot in view of the general public, except on garbage pick-up days and then for a period not in excess of twenty-four (24) hours.

7. Storm Drain System, Common Elements, Areas and Facilities, and Entry Monuments. The Storm Drain System as well as the common elements, areas and facilities, and the Entry Monuments in the Subdivision shall be managed, maintained, repaired and replaced pursuant to that certain RECIPROCAL MAINTENANCE AGREEMENT bearing the date February 3, 1998, entered into between Developer and Lone Peak Development, LLC, which is incorporated herein by this reference.

8. Flood Insurance. SOME LOTS WITHIN THE PROPERTY, INCLUDING BUT NOT LIMITED TO LOTS 22, 24 AND 25, ARE OR MAY BE PARTIALLY OR COMPLETELY LOCATED WITHIN THE FEMA FLOOD PLANE OR ITS EQUIVALENT. IF A LOT IS OR COMES TO BE SITUATED IN AN AREA HAVING SPECIAL FLOOD HAZARDS AND FOR WHICH FLOOD INSURANCE HAS BEEN MADE AVAILABLE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM ("NFIP"), OR ANY SUCCESSOR PROGRAM, A POLICY OF FLOOD INSURANCE SHALL BE MAINTAINED COVERING THE LOT IN AN AMOUNT DEEMED APPROPRIATE, BUT NOT LESS THAN THE LESSER OF: (1) THE MAXIMUM LIMIT OF COVERAGE AVAILABLE UNDER NFIP FOR INSURABLE PROPERTY WITHIN A DESIGNATED FLOOD HAZARD AREA; OR (2) ONE HUNDRED PERCENT (100%) OF CURRENT REPLACEMENT COST OF THE INSURABLE PROPERTY. SUCH POLICY SHALL BE IN A FORM WHICH MEETS THE CRITERIA SET FORTH IN THE MOST CURRENT GUIDELINES ON THE SUBJECT ISSUED BY THE FEDERAL INSURANCE ADMINISTRATOR.

9. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which

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precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the term "shall" is mandatory and the term "may" is permissive, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all other signatories hereto, the Lot Owners and all parties who hereafter acquire any interest in a Lot or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

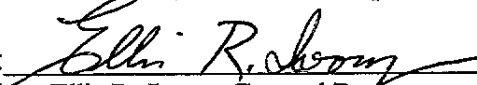
11. Enforcement and Right to Recover Attorney's Assessments. Should the Association, Committee or an aggrieved Owner be required to take action to enforce or construe the Declaration, or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the non-defaulting party shall be entitled to recover his reasonable attorney's fees, costs and expenses which may arise or accrue.

12. Amendments. This Declaration may be amended upon the affirmative written approval of at least a majority of the Owners and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah; provided, however, so long as the Developer shall own at least one (1) Lot in the Property, no amendment shall be valid or enforceable without Developer's prior written consent.

13. Duration. The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

DEVELOPER:

IVORY HOMES, a Utah limited partnership

By: 
Title: Ellis R. Ivory, General Partner

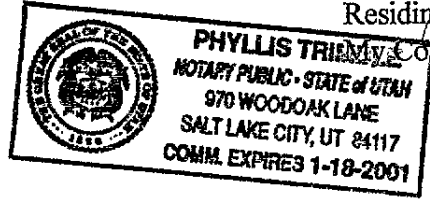
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STATE OF UTAH)
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COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me the 10th day of February, 1998, by Ellis R. Ivory, as General Partner of Ivory Homes, a Utah limited partnership.

Phyllis Trimble

Notary Public
Residing at: *SAC, UT*
Commission Expires: *1/18/2001*



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