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WHEN RECORDED, RETURN TO:

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JUL - 1 1998

Kaufman and Broad of Utah, Inc.
6975 Union Park Center, Suite 120
Midvale, Utah 84047

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JAMES ASHAUER, DAVIS CNTY RECORDER
1998 JUL 2 11:06 AM FEE 86.00 DEP MEC
REC'D FOR KAUFMAN BROAD

*Lots 1 to 62 incl.
11-426-0001 to 0062*

DECLARATION
OF
RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HERITAGE FIELDS SUBDIVISION

WHEREAS, KAUFMAN AND BROAD OF UTAH, INC., a California corporation ("Declarant"), is the legal and beneficial owner of a certain tract of land situated in Layton City, Davis County, State of Utah, described as follows (the "Subdivision"):

HERITAGE FIELDS SUBDIVISION, consisting of Lots 1-62 (inclusive), according to the official plat thereof as recorded in the office of the Davis County Recorder.

WHEREAS, Declarant is about to sell individual lots in the Subdivision, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants, and agreements as hereinafter set forth;

NOW, THEREFORE, the undersigned Declarant declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS. All of the restrictions, conditions, covenants and agreements set forth herein shall be made for the direct, mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create a mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and 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 lot in the Subdivision, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in the Subdivision.

2. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS. All covenants and restrictions herein stated shall run with the land comprising the Subdivision, and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon, for a period from the date hereof to January 1, 2025, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of at least two-thirds (2/3) of the then owners of said lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restrictions or covenants to be amended or released, and by filing said agreement with the office of the Davis County Recorder.

3. LAND USE AND BUILDING TYPE. No lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than three (3) vehicles. The Architectural Control Committee (as described below) shall have power to further limit the number of stories and the height of structures for new construction on the lots in its sole and exclusive discretion, as described herein.

4. ARCHITECTURAL CONTROL COMMITTEE. An architectural control committee (hereinafter the "Architectural Control Committee" or "Committee"), consisting of three (3) members is hereby created. It is intended that Declarant shall control the Committee for so long as the Declarant owns any lots in the Subdivision. However, nothing herein shall preclude the Declarant from relinquishing control over the Association at an earlier date, at the Declarant's sole discretion. The Declarant may fill vacancies in the Committee and remove members thereof at its pleasure, so long as the Declarant owns any lots in the Subdivision. Declarant shall also have the right, at any time, at its sole discretion, to permit one or more of the members of the Committee to be elected by the vote of a majority of the lot owners. Any member of the Committee may resign from the Committee, at any time, upon at least thirty (30) days written notice to the other Committee members. When Declarant no longer owns any lots in the Subdivision, or at such earlier time as the Declarant may determine, the members of the Committee may be removed, replaced or elected by the majority vote of lot owners, at any meeting of the owners at which owners of at least 51% of the lots in the Subdivision are present. The functions of the Committee shall be, in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in the Subdivision, and to enforce the covenants and restrictions set forth herein, so that all structures shall conform to the restrictions and general plans of the Declarant, and of the Committee, for the improvement and development of the whole Subdivision. The Declarant shall have the right, at any time, at its sole discretion, to amend the CC&Rs in a manner in which it believes will be most beneficial for the Subdivision, so long as it owns a majority of the lots within the Subdivision. Nothing in this paragraph shall be construed as authorizing or

empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two (2) of its members, and any authorization approval or power made by the Committee must be in writing signed by at least two (2) members.

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5. ARCHITECTURAL CONTROL COMMITTEE MEMBERS. The initial members of the Committee shall be as follows:

Richard Petersen	Ken Krivanec	Grayson Blackham
6975 Union Park Center	6975 Union Park Center	6975 Union Park Center
Suite 120	Suite 120	Suite 120
Midvale, Utah 84047	Midvale, Utah 84047	Midvale, Utah 84047

6. ARCHITECTURAL AND STRUCTURAL CONTROL.

a. Approval Required. For the purpose of further insuring the development of the Subdivision as a residential area of high standards, the owner or occupant of each lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall/fence in excess of six (6) feet, or other structure shall be placed upon said lot unless and until the plans and specifications and plot plan have been approved in writing by the Architectural Control Committee. Each such building, wall, fence, or other structure shall be placed on the lot only in accordance with the plans and specifications and plot plan so approved in writing by the Committee. No material alteration of the exterior appearance of any home or other structural improvement in the Subdivision shall be made without the Committee's written approval.

b. Plans and Specifications. In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular lot, shall be submitted to the Committee before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Committee. All plans and specifications for such approval must be submitted at least fourteen (14) business days prior to the proposed construction starting date.

c. Approval or Denial. As to all improvements, construction and alterations within the Subdivision, the Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the Committee's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Committee shall have the right to take into consideration the suitability of the proposed improvement, the material of which it is to be built and the exterior color scheme of the proposed improvement, the harmony thereof

with the surroundings, the effect or impairment that such improvements will have on the view of surrounding building sites, and any and all facts which, in the Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations. The approval of the Committee of any plans or specifications submitted for approval as herein required shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in the plans and specifications of any other improvements submitted for Committee approval.

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7. ARCHITECTURAL PROCEDURE. The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Declarant, the Committee nor their designated representatives shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, and any violations of county ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Committee's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the proposed improvements, or with architectural soundness thereof, and neither the Declarant or the Committee shall have responsibility for a determination of such adequacy or soundness.

8. MOVING OF STRUCTURES. No structure of any kind shall be moved from any other place to the Subdivision without written approval of the Committee.

9. COMPLIANCE WITH ZONING ORDINANCES OF LAYTON CITY. All improvements in the Subdivision shall be placed and used upon the lots in accordance with the provisions of the applicable Layton City zoning ordinance, unless otherwise modified or restricted by the covenants herein.

10. TEMPORARY STRUCTURES. No trailer, tent, shack or other out-building shall be placed upon or used at any time within the Subdivision as a temporary or permanent residence.

11. NUISANCES AND RELATED MATTERS.

a. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or the owners or occupants of any other lots in the Subdivision.

b. Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Subdivision. A reasonable number of household pets will be permitted in

accordance with Layton City ordinances, so long as such pets do not constitute a nuisance for other residents of the Subdivision.

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c. Storage. No campers, boats, boat-trailers, house-trailers, automobiles, trucks, motorhomes, horse or other trailers shall be stored in excess of five (5) days in driveways, on streets, or other areas in open view within the Subdivision. Any of the above vehicles, or any part thereof, not in actual use shall be stored or placed in a garage, behind a fence, or other walled-off or enclosed space. No commercial vehicle exceeding three quarters (3/4) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the Subdivision shall be parked overnight in any street within the Subdivision. "Commercial vehicle" for this purpose shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purpose.

d. Signs. Except for signs displayed by the developer during the construction and lot sales period, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four square feet advertising the sale or lease of a lot.

e. Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

f. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in the Subdivision, except in sanitary containers. 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 fourteen (14) days. Trash, garbage or other wastes shall be kept in sanitary containers, maintained in a clean and sanitary condition, and stored in garages screened by adequate planting or fencing so as to be concealed from view of neighboring lots and streets.

g. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any similar transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, television and radio antennas or other electronic reception devices may be erected so long as they shall be completely erected, constructed and placed within the enclosed area of the dwelling or garage on the lot. Exceptions must first be approved in writing by the Architectural Control Committee. Any installation of a satellite reception dish on any lot shall be located so

that it is obscured from view of the street and neighbors by fencing, plants or tasteful construction to obscure the dish.

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12. EASEMENTS. Easements and rights of way are hereby reserved to the Declarant, its successors and assigns, in and over the real property subject to this Declaration for the erection, construction, maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone services, sewage and other things for convenience to the owners of lots in the Subdivision, including but not limited to, those shown on the Subdivision plat. No structures of any kind shall be erected over any of such easements except upon written permission of the Declarant, its successors or assigns. All purchasers of lots shall, by acceptance of contracts or deeds for every lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant take any and all actions necessary to develop the Subdivision, and to improve, market and sell all lots owned by the Declarant therein.

13. SET BACKS. No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Architectural Control Committee or by law, and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, on the recorded subdivision plat, contracts or deeds to any or all of the lots created on said property. Technical terms such as "set back" and all other such terms as used in this Declaration shall be defined, where possible, and shall have the meaning assigned by the Layton City Zoning Ordinance or the Uniform Building Code, as applicable.

14. MANNER OF VOTING. In any matters where the owners are given the right to vote herein, each lot owner of record shall be entitled to one vote for each lot owned by him, provided, however, where there is more than one record owner of a lot, all of such owners must act unanimously in order to cast a vote for that lot.

15. ADDITIONAL COVENANTS.

a. Maintenance of Landscaping. All owners shall maintain their hedges, plants, shrubbery, trees, and lawns in a neat and trim condition at all times. Each lot owner shall plant and maintain grass or other approved vegetation in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot. In addition, each owner shall complete front yard landscaping within one year of occupancy in the home.

b. Fences and Walls. No fence or wall shall be erected, placed or altered on the front yard of any lot in the minimum building setback line, unless prior approval is given by the Architectural Control Committee. No wall or fence except a decorative wood, stone, vinyl, or brick fence (Declarant may be required to install chain link fence

in various areas of the Subdivision) not exceeding six (6) feet in height measured from the adjoining ground surface inside the fence, may be erected or maintained on any lot without the approval of the Committee. Rear and side yard fencing designs finished by developer, if any, according to the Layton City Planning Commission approval must be maintained by the lot owner after closing.

c. Change in Grade. The surface grade or elevation of the various lots in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such lot to other lots in the Subdivision, or which would result in materially obstructing the view from any other lot in the Subdivision.

d. Concrete Maintenance. Each lot owner shall at all times keep the curb and gutter and sidewalk in front of his lot in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Committee.

e. Utilities. All electric, television, cable television, telephone and other utility line installments and connections from the property line of any lot to the residence or structures thereon shall be placed underground.

16. BREACH OF VIOLATION OF COVENANTS. In the event of a violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under Declarant, or by virtue of any judicial proceedings, Declarant or the owner of any Lot of residential site in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach.

17. RECOVERY. In the event of the Declarant, Architectural Control Committee or any property owner in this subdivision are successful in prosecuting any violation of these restrictive covenants, he may recover, in addition to any other damages, costs, and expenses of the litigation, including reasonable attorneys fees from the party found to be in violation thereof.

18. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of

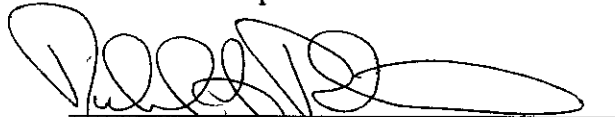
such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

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

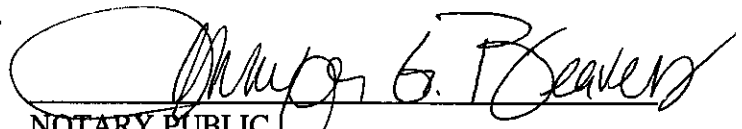
IN WITNESS WHEREOF, the undersigned has executed this document on this 20th day of May, 1998.

KAUFMAN AND BROAD OF UTAH, INC.,
a California corporation


Richard A. Petersen, President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22 day of May, 1998, by Richard A. Petersen, President of Kaufman and Broad of Utah, Inc., a California corporation.


NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:

4/5/02

