

WHEN RECORDED MAIL TO:  
SLI COMMERCIAL REAL ESTATE  
230 South 500 East, #230  
Salt Lake City, Ut 84102

ET 1565087 BK 1947 PG 159  
DOUG CROFTS, WEBER COUNTY RECORDER  
07-AUG-98 9:13 AM FEE \$46.00 DEP MB  
REC FOR: HOWARD.KENT

DECLARATION OF PROTECTIVE COVENANT AGREEMENTS,  
RESTRICTIONS AND CONDITIONS  
FOR HERITAGE KNOLL ESTATES SUBDIVISION

THIS DECLARATION is made this 4 day of Aug, 1998, by  
HERITAGE KNOLL, LLC, a Utah limited liability company (hereinafter referred to as  
"Developer".)

Recitals:

A. Developer is the owner of the following described real property located in Weber  
County, Utah: 20-0607-0001 to 0004  
20-0606-0001 to 0017

Lots 1 through 23 inclusive, Heritage Knoll Estates, according to the official plat  
thereof recorded as Entry No. 1565086, in Book       , Page       , in  
the Office of the Weber County Recorder.

B. It is the desire and intention of the Developer to sell the Lots and to subject the  
Lots to mutually beneficial restrictions under a general plan of improvement for the benefit of all  
the Lots in the Subdivision and the future owners of the Lots.

Covenants and Conditions:

NOW, THEREFORE, the Developer hereby declares that all of the Lots described above are  
held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and  
improved subject to the following covenants and conditions, all of which are declared and agreed to  
be in furtherance of a plan for improvement and sale of the Lots and are established and agreed upon  
for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots.  
All of the covenants and conditions shall run with the land and shall be binding on all parties having  
or acquiring any right, title or interest in the Lots or a Lot or any part thereof.

1. Description of Lots and Subdivision Improvements. As shown on the recorded plat  
of the Subdivision, the Lots are of varying sizes. The smallest Lots are 1 acre and the largest Lot is  
6.410 acres in area. No Lot shall be subdivided. The streets in the Subdivision will be paved, but the  
Developer will not install curb or gutter on said streets.

2. Wetland Regulation and Other Governmental Regulation. Some portions of the

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Subdivision and Lots may constitute wetlands as defined by federal law. Federal law prohibits certain activities affecting wetlands, unless a permit is first obtained from the U.S. Army Corps of Engineers. These prohibited activities include (without limitation) filling, leveling, clearing, grading, and constructing roads and other improvements. Each owner of any interest in a Lot, by accepting a deed to the Lot or any ownership interest in the Lot, agrees to comply with all laws and regulations concerning wetlands on the Lot and releases Developer from any responsibility or liability relating to the existence of wetlands on the Lot. In addition, some of the Lots are immediately adjacent to the Pine View Reservoir. Each owner of any interest in a Lot immediately adjacent to Pine View Reservoir, by accepting a deed to the Lot or any ownership interest in the Lot, agrees that the use and occupancy of said Lot will comply with all applicable laws and governmental rules, regulations and orders, and releases Developer from any responsibility or liability relating to the proximity of the Lot to said reservoir.

3. Access Easement Over Portion of Lot 6. An easement is hereby reserved for Developer, for each Lot owner, and for their guests for pedestrian ingress and egress over a portion of Lot 6. The easement shall be five feet wide along the east edge of Lot 6 (i.e., along the boundary between Lot 5 and Lot 6 but with the easement entirely on Lot 6 and not encroaching into Lot 5), from 1225 North Street to the Pine View Reservoir. The purpose of the easement is to allow pedestrian access for Developer, Lot owners and their guests to and from the reservoir. The easement shall be used for no other purpose. The owner of Lot 6 shall allow free use of the easement by Developer, Lot owners and their guests for the purpose described herein. The easement is not intended for the public use, however. A fence or wall and locking gate may be constructed by Developer, at Developer's option, (or by one or more Lot owners, at their option and expense), for the purpose of preventing public use of the easement. In the event any such fence, wall or gate is constructed, a key or combination shall be given to Developer and to each Lot owner so that they and their guests can continue to use the easement.

4. Easement for Water Detention System. A water detention system has been (or will be) constructed by Developer on Lot 7. The water detention system consists of pipes along the north and west edges of Lot 7 and filter materials (such as boulders, hay bales or straw) in the westernmost corner of Lot 7. The pipes will not encroach more than five feet into Lot 7 from its boundaries. The filter materials will be located in the westernmost corner of Lot 7 as shown on the recorded plat. An easement is hereby reserved for said water detention system, including the pipes and the filter materials. The pipes and filter materials which constitute the water detention system will not be removed or disturbed. The area where the filter materials are located will not be filled or re-graded. In the event that the filtering ability of the water detention system deteriorates, the owner of Lot 7 will be responsible to repair and maintain the system. In the event, however, that the costs of repair and maintenance exceed \$500 in any one instance, the owner of Lot 7 may send an invoice to each Lot owner for an equal share of said costs, and each Lot owner will pay his or her share within thirty (30) days after such invoicing.

5. 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 height with an attached garage for at least two cars but not more than three cars; provided however, that the Architectural Control Committee may permit one or more of the Lots to be used for school or church purposes or to be

used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other Lots.

6. 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 finished grade elevation.

No fences or outbuildings of any kind may be erected, placed, altered or permitted without the prior written approval of the Architectural Control Committee. A Lot owner desiring to erect, place, or alter a fence or outbuilding shall submit to the Architectural Control Committee construction plans and specifications and a plot plan showing the location of the structure. In determining whether to approve or disapprove the proposed structure, the Architectural Control Committee shall consider its height, location, quality of workmanship, harmony of design with existing structures, and visual effect on the Subdivision and on other Lots.

Each Lot shall be used for private residence purposes only, except as hereinafter set forth, and no pre-existing structure of any kind shall be moved from any other location and placed upon said Lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started, unless approved by the Architectural Control Committee.

All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

7. Dwelling Quality and Size. The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, one story open porches, and basements.

One Story Dwellings (Rambler): The minimum square foot living area shall not be less than 1,500 square feet.

Two Story Dwellings: The combined area of the two stories above street level shall not be less than 1,900 square feet.

Split Level Dwellings: The combined area of the ground level and the adjoining levels, qualifying as stories as herein defined, shall not be less than 1,500 square feet.

Split Entry Dwellings: The combined area of the two levels shall not be less than 2,500 square feet; the lower level must qualify as a story as herein defined, and the minimum area of the upper level shall not be less than 1,500 square feet.

If four feet or more of foundation is above finished grade, then the level qualifies as a story. For

the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

8.1 Set Back Lines. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply to lots 1, 2, 3, 4, 5, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22:

- (a) No building shall be located on any Lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.
- (b) No dwelling shall be located nearer than 10 feet to any interior lot line, and the total width of the two (2) side yards shall not be less than 24 feet, except a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 10 feet or more behind and rear of the main dwelling, unless further restricted by a side lot utility/drainage easement as depicted on the recorded plat. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line, except in the case of a corner lot where the minimum rear yard shall be 20 feet. Detached garages or other permitted accessory buildings may be located 1' foot or more from the rear lot line, so long as such buildings do not encroach upon any easements as revealed by the recorded plat.
- (c) For purposes of these covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided however that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

8.2 Set Back Lines. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply to lots 6, 7, 8, 9, 10, 11 and 23:

- (a) No building shall be located on any Lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line.
- (b) No dwelling shall be located nearer than 20 feet to any interior lot line, except a 20 foot minimum side yard 10' minimum rear yard and 30' feet to any side street line shall be permitted for a garage or other permitted accessory building located 10 feet or more behind and rear of the main dwelling, unless further restricted by a side lot utility/drainage easement as depicted on the recorded plat. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located 10 feet or more from the rear lot line, so long as such buildings do not encroach upon any

easements as revealed by the recorded plat.

(c) For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided however that this shall not be constructed to permit any portion of a building on a Lot to encroach upon another Lot.

Weber County requires the issuance of a "Land Use Permit" to be obtained from the Weber County Planning Department before applying for a building permit.

9. Height Restrictions. No dwelling shall exceed thirty-five (35) feet in height, nor shall any dwelling be less than twelve (12) feet in height. No accessory building shall exceed 15 feet in height, nor shall any accessory building be less than six (6) feet in height.

10. Easements. Easements for drainage and/or installation and maintenance of utilities are reserved on front and back lot lines and on some side lot lines as shown on 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 or maintenance of utilities. The easement area of 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.

11. Drainage. No Lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the Lot to and from adjoining land, or in the event it becomes necessary to change the established drainage over a Lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any Lot shall contain "weep holes" or shall be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

12. 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 to the neighborhood.

13. Use of Other Structures as Residence. No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character shall be used on any Lot at any time as a residence either temporarily or permanently.

14. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. Animals. Animals, livestock, or poultry may be raised, bred or kept on any Lot, provided that (I) they are not kept, bred or maintained for any commercial purpose, (ii) they are fenced or penned in at all times and are not allowed to roam on streets or other Lots, and (iii) the animals and all parts of the Lot are kept clean, free of odors, in safe condition, and are not allowed to become an annoyance or nuisance to the neighborhood.

16. Garbage And Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. Excavations And Completing Improvements. No excavation shall be made on any Lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.

18. Rooftop Antennas. No television, ham radio., citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other Lot, unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot owner's premises or home entertainment facilities or equipment.

19. Architectural Control Committee. The Architectural Control Committee (the "Committee") shall consist of three members to be elected by the Developer. Any communication to the Committee shall be addressed to the Architectural Control Committee of Heritage Knoll Estates Subdivision, 230 South 500 East, Suite 230, Salt Lake City, UT 84102, unless the address is changed by written notice to the Lot owners from the Developer or the Committee. Upon failure of the Developer to fill any vacancies in the Committee the remaining members of the Committee may do so by a majority vote of their number. The Developer may, at its sole discretion, remove members from the Committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the lots, through a duly recorded written instrument to change any membership of the Committee or to withdraw from the Committee or restore to its power and duties, except that the Committee shall always have one member selected by the Developer if the Developer desires. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed under this Declaration.

The Committee's approval or disapproval required in this Declaration shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove plans and specifications within 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 60 days after the completion, approval shall not be required and related covenants shall be deemed to have been fully complied with.

As of the date of this Declaration, the Architectural Control Committee shall be composed of Howard Kent, Darrell Kirk and Margaret Franklin.

20. **Term of Restrictions.** These restrictions are to run with the land permanently except that they may be changed, canceled or added to in whole or in part by a duly recorded instrument signed by the then owners of record of a majority of the Lots.

21. **Enforcement.** In the event of any breach of these covenants, the owner(s) of fee title of any Lot or Lots shall be entitled to recover damages, obtain injunctive relief, or both. Enforcement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants either to restrain violation or recover damages, or both.

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

THIS DECLARATION is made this 86 day of Aug 1998.

HERITAGE KNOLL, LLC

By: SLI Commercial Real Estate Co., Manager

Howard Kent  
By: Howard Kent, President

STATE OF UTAH )  
COUNTY OF SALT LAKE )  
ss.  
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On the 4 day of August, 1998, personally appeared before me Howard Kent, who being by me duly sworn did say that he is the President of SLI Commercial Real estate Co., a Utah corporation, which is the manager of Heritage Knoll, LLC, a Utah limited liability company and that said instrument was duly authorized by said corporation and limited liability company, and said Howard Kent acknowledged to me that said corporation and limited liability company executed the same.

Sharon Towers  
NOTARY PUBLIC

My commission expires:

March 20, 2002

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Residing at:

Salt Lake County

