

49/7

RETURNED

Lots 201+hrw 229
12-498+

DEC 03 2002

E 1809238 B 3178 P 45
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 DEC 3 8:52 AM FEE 49.00 DEP DJW
REC'D FOR U.S. DEVELOPMENT

**PROTECTIVE COVENANTS FOR
HERITAGE CROSSING SUBDIVISION PHASE II**

THE PROTECTIVE COVENANTS OF HERITAGE CROSSING SUBDIVISION PHASE II, INCLUSIVE, SYRACUSE CITY, DAVIS COUNTY, UTAH, DATED, NOVEMBER 18, 2002

1. ALL LOTS IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS FOR A DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE 2 OR MORE CAR GARAGE.

2. NO BUILDING SHALL BE ERECTED, ALTERED OR PLACED 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 THE QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING HOMES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH ELEVATION.

3. THE ARCHITECTURAL CONTROL COMMITTEE, (THE COMMITTEE), INITIALLY IS COMPOSED OF DAN BRIDENSTINE, CHRISTOPHER D. MANDARICH AND DAVE BROWN, A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR THE COMMITTEE. THE MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE THEIR SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. NOR SHALL THEY HAVE ANY LIABILITY FOR THEIR DECISIONS. A TWO THIRDS MAJORITY OF THE THEN RECORDED OWNERS OF THE LOTS SHALL HAVE THE POWER, THROUGH A DULY RECORDED WRITTEN INSTRUMENT, TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR WITHDRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES, AND TO AMEND, CHANGE OR ALTER THESE PROTECTIVE COVENANTS.

4. ALL PLANS AND SPECIFICATIONS MUST BE APPROVED BY THE COMMITTEE PRIOR TO STARTING CONSTRUCTION. TWO COMPLETE SETS OF PLANS SHALL BE SUBMITTED TO THE COMMITTEE BEFORE CONSTRUCTION CAN COMMENCE. AN APPROVED SET WILL BE SIGNED AND RETURNED TO THE CONTRACTOR AND ONE SIGNED SET WILL BE RETAINED IN A PERMANENT FILE BY THE OWNER/ (DEVELOPER). CONSTRUCTION ON ALL LOTS MUST COMMENCE WITHIN 18 MONTHS OF THE DATE OF CLOSING. IN THE EVENT THAT CONSTRUCTION HAS NOT BEEN COMMENCED WITHIN THE 18 MONTHS, WRITTEN APPROVAL MUST BE OBTAINED FROM THE ABOVE MENTIONED COMMITTEE FOR AN ADDITIONAL 12 MONTHS. THE COMMITTEE IS ENTITLED TO APPROVE PLANS AND SPECIFICATIONS WHICH ARE NOT IN STRICT COMPLIANCE WITH THESE

COVENANTS. IF THE COMMITTEE DETERMINES SUCH WOULD BE IN THE BEST INTEREST OF THE SUBDIVISION.

5. ALL DWELLINGS SHALL BE SET BACK ACCORDING TO SYRACUSE CITY SETBACK STANDARDS. THE ARCHITECTUAL CONTROL COMMITTEE MUST APPROVE ALL ACCESSORY BUILDINGS

6. NO DWELLING SHALL BE PERMITTED ON ANY LOT WITH THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES OF LESS THAN 1100 SQUARE FEET FOR ONE STORY DWELLING, NOR LESS THAN 1400 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY. A SPLIT ENTRY OR BI-LEVEL DWELLING WITH GARAGE UNDER MUST EXCEED 1400 SQUARE FEET ON MAIN LEVELS. THE CONSTRUCTION MATERIALS FOR EACH HOME SHALL BE OF SUPERIOR QUALITY.

7. ALL ROOFING SHALL BE A MINIMUM OF 25 YEAR ASPHALT SHINGLE, WOOD SHINGLES, TILE SHINGLES. ALL ROOFS SHALL HAVE A MINIMUM OF A 6/12 PITCH.

8. ALL BUILDINGS ERECTED OR PLACED ON ANY LOT WILL COMPLY TO ONE OF THE FOLLOWING TWO OPTIONS:

A) AT LEAST 40% BRICK OR CULTURED/NATIVE STONE WITH THE BALANCE BEING STUCCO ON FRONT, WITH OPTIONAL BRICK, CULTURED/NATIVE STONE, OR SIDING ON THE SIDES

B) AT LEAST 30% BRICK OR CULTURE/NATIVE STONE ON THE FRONT WITH THE BALANCE BEING STUCCO ON THE FRONT ELEVATION & A 4' BRICK WAINSCOTE ON THE TWO SIDES WITH THE BALANCE BEING STUCCO, BRICK, CULTURE/NATIVE STONE OR SIDING.

C) NO SIDING IS ALLOWED ON THE FRONT ELEVATION OF ANY HOMES.

9. NO PREVIOUSLY ERECTED, USED, OR TEMPORARY STRUCTURE, MOBILE HOME, TRAILER HOUSE, OR ANY OTHE NON-PERMANENT STRUCTURE MAY BE INSTALLED OR MAINTAINED ON ANY LOT. NO PREFABRICATED HOUSING MAY BE INSTALLED OR MAINTAINED ON ANY LOT. THE ONLY EXCEPTION MAY BE A TEMPORARY SALES TRAILER.

10. NO OBNOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NO CLOTHES DRYING OR STORAGE OF ANY ARTICLES WHICH ARE UNSIGHTLY ON PATIOS. UNLESS IN ENCLOSED AREAS BUILT AND DESIGNED FOR SUCH

PROPOSES. NO AUTOMOBILES, TRAILERS, BOATS, OR OTHER VEHICLES ARE TO BE STORED ON STREETS UNLESS THEY ARE IN RUNNING CONDITION, PROPERLY LICENSED, AND ARE BEING REGULARLY USED. AUTOMOBILES MUST BE MOVED EVERY 24 HOURS. ALL RV STORAGE TO BE TO SIDE OR REAR OF HOME AND MUST NOT PROTRUDE FROM THE FRONT PLANE OF HOME OR GARAGE. ALL ROOF MOUNTED HEATING AND COOLING EQUIPMENT TO BE SET BACK TO THE BACK SIDE OF THE ROOF OUT OF VIEW FROM THE STREET. ALL TV ANTENNAS ARE TO BE PLACED IN THE ATTIC OUT OF VIEW. SATELLITE DISHED, ETC., TO BE HIDDEN FROM VIEW FROM THE STREET.

11. NO STRUCTURE OF TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY. EXCEPTION: TEMPORARY CONSTRUCTION AND SALES OFFICE.

12. SUCH EASEMENT AND RIGHTS OF WAY AS MAY BE SHOWN ON THE FINAL PLAT SHALL BE RESERVED TO THE UNDERSIGNED. ITS SUCCESSORS AND ASSIGNS, OR AND OVER SAID REAL PROPERTY FOR THE ERECTION, CONSTRUCTION AND 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 AND TELEGRAPH SERVICES, SEWAGE AND OTHER THINGS FOR CONVENIENCE TO THE OWNERS OF LOTS IN SAID TRACT. AS MAY BE SHOWN ON SAID MAP AND THE UNDERSIGNED, ITS SUCCESSORS, AND ASSIGNS, SHALL HAVE THE RIGHT TO SO RESERVE ANY OR ALL OF THE LOTS SHOWN ON SAID MAP. NO STRUCTURES OF ANY KIND SHALL BE ERECTED OVER ANY OF SUCH EASEMENTS EXCEPT UPON WRITTEN PERMISSION OF THE OWNER OF THE EASEMENT. THEIR SUCCESSORS OR ASSIGNS.

13. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN, NOT MORE THAN ONE SQUARE FOOT. ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. OR SIGNS USED BY A BUILDER TO ADVERTISE DURING THE CONSTRUCTION AND SALE PERIOD.

14. NO LOT SHALL BE USED OR MAINTAINED AS DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION. EACH LOT, AND ITS ABUTTING STREET, ARE TO BE KEPT FREE OF TRASH, 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. PURCHASER OR CONTRACTOR OF LOT SHALL BE HELD RESPONSIBLE

FOR DAMAGES CAUSED BY HIM OR HIS CONTRACTOR TO ANY LOTS IN THE SUBDIVISION.

15. NO FENCE, WALL OR OTHER OBJECT OF SIMILAR DESIGN MAY BE CONSTRUCTED ON ANY LOT NEARER THE STREET LINE THAN THE FRONT HOUSE LINE, NOR SHALL ANY FENCE, WALL OR OTHER OBJECT OF SIMILAR DESIGN BE CONSTRUCTED ON ANY LOT TO A HEIGHT GREATER THAN 6 FEET.

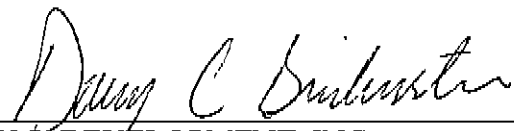
16. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS FROM LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND LINE CONNECTING THEM AT POINTS 20 FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

17. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINIMUM OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT. NOR SHALL OIL WELL, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR 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.

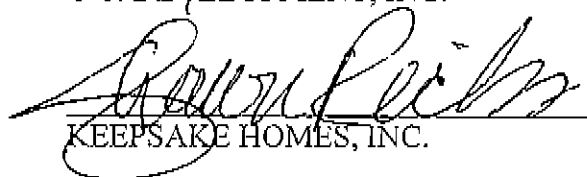
18. WITHIN THE FIRST PLANTING SEASON OF OCCUPANCY OF ANY HOME BUILT ON A LOT IN SAID SUBDIVISION, THE FRONT AND SIDE YARDS SHALL BE PLANTED IN LAWN OR OTHER ACCEPTABLE LANDSCAPING SO AS NOT TO BE AN EYESORE. "ACCEPTABLE LANDSCAPING" AND "LAWN" SHALL BE INTERPRETED BY THE MAJORITY OF THE THEN EXISTING HOME OWNERS IN THE SUBDIVISION.

19. 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 20 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED. AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED CHANGING SAID COVENANTS IN WHOLE OR IN PART. ENFORCEMENT SHALL BE BY PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OF COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS

WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ENFORCEMENT SHALL BE BY ANY LOT OWNERS IN SAID SUBDIVISION. THE DEVELOPER AND OR ARCHITECT CONTROL COMMITTEE ACCEPTS NO RESPONSIBILITY FOR ENFORCEMENT AND SHALL HAVE NO LIABILITY FOR PERSONS VIOLATING THESE COVENANTS. THE SUCCESSFUL PARTY TO ANY LITIGATION BASED UPON OR RESULTING FROM THESE COVENANTS SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES AND COSTS FOR THE ENFORCEMENT OF THESE COVENANTS.



U.S. DEVELOPMENT, INC. 12-02-02
DATE



KEEPSAKE HOMES, INC. 12-02-02
DATE

STATE OF UTAH)
)
County of Davis)

On this 2nd day of December, 2002, personally appeared before me, Danny C. Bridenstine and Shawn Ricks, who being by me duly sworn, did say that Danny C. Bridenstine is the owner of U.S. Development, Inc. and Shawn Ricks is the owner of Keepsake Homes, Inc. Both said parties are the owners of Heritage Crossing Subdivision Phase II.

Marylyn Howard
Notary Public

Residing at: Layton, Utah

My Commission Expires:

September 1, 2004



Exhibit "A"

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10 WHICH LIES 1175.20 FEET $S00^{\circ}09'42''W$, ALONG THE SECTION LINE, AND 1327.73 FEET $S89^{\circ}50'18''E$ AND 1226.47 FEET $S00^{\circ}09'34''W$, ALONG SAID EAST LINE, FROM THE NORTHWEST CORNER OF SAID SECTION 10 (THE BASIS OF BEARING FOR THIS DESCRIPTION, AS MEASURED BETWEEN THE BRASS CAP MONUMENTS LOCATED AT THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 10, IS $S00^{\circ}09'42''W$) AND RUNNING THENCE EAST 142.56 FEET; THENCE NORTH 7.76 FEET; THENCE EAST 133.00 FEET; THENCE NORTH 516.36 FEET; THENCE EAST 8.87 FEET; THENCE NORTH 123.06 FEET; THENCE $N10^{\circ}55'41''E$ 22.35 FEET; THENCE EAST 374.07 FEET TO A POINT 3.00 FEET WEST OF AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE $S00^{\circ}09'31''W$, PARALLEL TO SAID EAST LINE, 905.48 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE $N89^{\circ}59'35''W$ ALONG SAID SOUTH LINE 660.89 FEET; THENCE $N00^{\circ}09'34''E$ 236.28 FEET TO THE POINT OF BEGINNING.

ABOVE DESCRIBED PARCEL CONTAINS: 414,331.90 S.F. OR 9.512 ACRES.