

Recorded JAN 4 1979 at 219  
Request of First Security Bank  
KATIE L. DIXON  
Held in Salt Lake County, Utah  
\$ 1500 by Evelyn Thompson Deputy  
Ref. 405 S. Main SEC

3219519

DECLARATION

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OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SANDY HIGHLANDS, a Planned Unit Development

THIS DECLARATION, made on the date hereinafter set  
forth by C. Howard Alvey & Sons, hereinafter referred to as  
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property  
in Sandy City, County of Salt Lake, State of Utah, which is  
more particularly described as:

Beginning at a point on the east  
Right of Way line of 1000 East Street  
said point more specifically described  
as being N 0° 10' 00" E 1533.70 feet and  
east 33.00 feet from the S<sup>4</sup> Corner of  
Section 32, T.2S., R. 1E., S.L.B. & M.,  
and running thence N 0° 10' 00" E 130.30  
feet; thence east 297.00 feet; thence  
N 0° 10' 00" E 331.30 feet; thence  
N 89° 56' 41" E 667.30 feet; thence S 0°  
7' 30" W 659.82 feet; thence S 89°  
58' 30" W 535.77 feet; thence N 0°  
10' 00" E 198.00 feet; thence S 89°  
58' 30" W 429.00 feet to the point of  
beginning.

NOW, THEREFORE, Declarant hereby declares that all  
of the properties described above shall be held, sold and  
conveyed subject to the following easements, restrictions,  
covenants and conditions, which are for the purpose of  
protecting the value and desirability of, and which shall  
run with, the real property and be binding on all parties  
having any right, title or interest in the described prop-  
erties or any part thereof, their heirs, successors and  
assigns, and shall inure to the benefit of each owner  
thereof.

UT-54385

BOOK 4795 PAGE 545

ARTICLE I

DEFINITIONS

1           Section 1. "Association" shall mean and refer to  
2 Sandy Highlands Homeowners Association, Inc., a Utah non-  
3 profit corporation, its successors and assigns.

4           Section 2. "Owner" shall mean and refer to the  
5 record owner, whether one or more persons or entities, of a  
6 fee simple title to any Lot which is a part of the Properties,  
7 including contract sellers, but excluding those having such  
8 interest merely as security for the performance of an  
9 obligation.

10          Section 3. "Properties" shall mean and refer to  
11 that certain real property hereinbefore described, and such  
12 additions thereto as may hereafter be brought within the  
13 jurisdiction of the Association.

14          Section 4. "Common Area" shall mean all real  
15 property (including the improvements thereto) owned by the  
16 Association for the common use and enjoyment of the owners.  
17 The Common Area to be owned by the Association at the time  
18 of the conveyance of the first lot is described as follows:  
19

20                   Beginning at a point on the east  
21 Right of Way line of 1000 East Street  
22 said point more specifically described  
23 as being N 0° 10'00" E 1533.70 feet and  
24 east 33.00 feet from the S<sup>4</sup> Corner of  
25 Section 32, T. 2S., R. 1E., S.L.B. & M.,  
26 and running thence N 0° 10'00" E 130.30  
27 feet; thence east 297.00 feet; thence  
28 N 0° 10'00" E 331.30 feet; thence  
29 N 89° 56'41" E 667.30 feet; thence S 0°  
30 7'30" W 659.82 feet; thence S 89°  
58'30" W 535.77 feet; thence N 0°  
10'00" E 198.00 feet; thence S 89°  
58'30" W 429.00 feet to the point of  
beginning. Excepting therefrom all  
of Lots 1 through 72 as shown in the  
official plat of Sandy Highlands, a  
Planned Unit Development, as recorded  
in the official records of Salt Lake  
County, State of Utah.

BOOK 4795 PAGE 847

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Section 5. "Lot" shall mean and refer to any plot of land shown upon the official plat of Sandy Highlands, a Planned Unit Development, as recorded in the official records of Salt Lake County, State of Utah, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to C. Howard Alvey and Sons, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by

1 the members. No such dedication or transfer shall  
2 be effective unless an instrument agreeing to such  
3 dedication or transfer signed by two-thirds (2/3)  
4 of each class of members has been recorded.

5 Section 2. Delegation of Use. Any Owner may  
6 delegate, in accordance with the Bylaws, his right of enjoy-  
7 ment to the Common Area and any recreational facilities to  
8 the members of his family, his tenants, or contract purchasers  
9 who reside on the property.

10 ARTICLE III

11 MEMBERSHIP AND VOTING RIGHTS

12 Section 1. Every Owner of a lot which is subject  
13 to assessment shall be a member of the Association. Member-  
14 ship shall be appurtenant to and may not be separated from  
15 ownership of any Lot which is subject to assessment.

16 Section 2. The Association shall have two classes  
17 of voting membership:

18 Class A. Class A members shall be all Owners,  
19 with the exception of the Declarant, and shall be  
20 entitled to one vote for each Lot owned. When more  
21 than one person holds an interest in any Lot, all  
22 such persons shall be members. The vote for such  
23 Lot shall be exercised as they determine, but in no  
24 event shall more than one vote be cast with respect  
25 to any Lot.

26 Class B. The Class B member(s) shall be the  
27 Declarant and shall be entitled to three (3) votes  
28 for each Lot owned. The Class B membership shall  
29 cease and be converted to Class A membership on the  
30 happening of either of the following events, which-  
ever occurs earlier:

BOOK 4795 PAGE 849

- 1 (a) when the total votes outstanding in the  
2 Class A membership equal the total votes  
3 outstanding in the Class B membership,  
4 or  
5 (b) on June 1, 1981.

6 ARTICLE IV

7 COVENANT FOR MAINTENANCE ASSESSMENTS

8 Section 1. Creation of the Lien and Personal  
9 Obligation of Assessments. The Declarant, for each Lot  
10 owned within the Properties, hereby covenants, and each  
11 Owner of any Lot by acceptance of a deed therefor, whether  
12 or not it shall be so expressed in such deed, is deemed to  
13 covenant and agree to pay to the Association: (1) annual  
14 assessments or charges payable in monthly installments, and  
15 (2) special assessments for capital improvements, such  
16 assessments to be established and collected as hereinbefore  
17 provided. The annual and special assessments, together with  
18 interest, costs and reasonable attorney's fees, shall be a  
19 charge on the land and shall be a continuing lien upon the  
20 property against which each such assessment is made. Each  
21 such assessment, together with interest, costs, and reason-  
22 able attorney's fees, shall also be the personal obligation  
23 of the person who was the Owner of such property at the time  
24 when the assessment fell due. The personal obligation for  
25 delinquent assessments shall not pass to his successors in  
26 title unless expressly assumed by them.

27 Section 2. Purpose of Assessments. The assess-  
28 ments assumed by the Association shall be used exclusively  
29 to promote the recreation, health, safety and welfare of the  
30 residents in the Properties and for the improvement and  
maintenance of the Common Area and of the homes situated on  
the Properties.

BOOK 4795 PAGE 850

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Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Forty-Four Dollars and 25/100 (\$44.25) per Lot per month or Five Hundred Thirty-One Dollars (\$531.00) per year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum annual assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum. Such assessment shall be paid monthly in an amount of one-twelfth (1/12) of the annual amount due.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

BOOK 4795 PAGE 851

Section 5. Notice and Quorum for Any Action

1 Authorized Under Sections 3 and 4. Written notice of any  
2 meeting called for the purpose of taking any action autho-  
3 rized under Section 3 or 4 shall be sent to all members not  
4 less than 30 days nor more than 60 days in advance of the  
5 meeting. At the first such meeting called, the presence of  
6 members or of proxies entitled to cast sixty percent (60%)  
7 of all the votes of each class of membership shall constitute  
8 a quorum. If the required quorum is not present, another  
9 meeting may be called subject to the same notice requirement,  
10 and the required quorum at the subsequent meeting shall be  
11 one-half (1/2) of the required quorum at the preceding  
12 meeting. No such subsequent meeting shall be held more than  
13 60 days following the preceding meeting.

13 Section 6. Uniform Rate of Assessment. Both

14 annual and special assessments must be fixed at a uniform  
15 rate for all Lots and collected on a monthly basis.

16 Section 7. Date of Commencement of Annual

17 Assessments: Due Dates. The annual assessments provided  
18 for herein shall commence as to all Lots on the first day of  
19 the month following the conveyance of the Common Area. The  
20 Board of Trustees shall fix the amount of the annual assess-  
21 ment against each Lot at least thirty (30) days in advance  
22 of each calendar year. Written notice of the annual assess-  
23 ment shall be sent to every Owner subject thereto. The due  
24 dates shall be established by the Board of Trustees. The  
25 Association shall, upon demand, and for a reasonable charge,  
26 furnish a certificate signed by an officer of the Association  
27 setting forth whether the assessments on a specified Lot  
28 have been paid. A properly executed certificate of the  
29 Association as to the status of assessments on a lot is  
30 binding upon the Association as of the date of its issuance.

BOOK 4795 PAGE 852

Section 8. Effect of Nonpayment of Assessments:  
Remedies of the Association. Any assessment not paid within  
 1 thirty (30) days after the due date shall bear interest from  
 2 the due date at the rate of six percent (6%) per annum. The  
 3 Association may bring an action at law against the Owner  
 4 personally obligated to pay the same, or foreclose the lien  
 5 against the property. No Owner may waive or otherwise  
 6 escape liability for the assessments provided for herein by  
 7 non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.  
 9 The lien of the assessments provided for herein shall be  
 10 subordinate to the lien of any first mortgage. Sale or  
 11 transfer of any Lot shall not affect the assessment lien.  
 12 However, the sale or transfer of any Lot pursuant to mort-  
 13 gage foreclosure or any proceeding in lieu thereof, shall  
 14 extinguish the lien of such assessments as to payment which  
 15 became due prior to such sale or transfer. No sale or  
 16 transfer shall relieve such Lot from liability for any  
 17 assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

21 No building, fence, wall or other structure shall  
 22 be commenced, erected or maintained upon the Properties, nor  
 23 shall any exterior addition to or change or alteration  
 24 therein be made until the plans and specifications showing  
 25 the nature, kind, shape, height, materials and location of  
 26 the same shall have been submitted to and approved in writing  
 27 as to harmony of external design and location in relation to  
 28 surrounding structures and topography by the Board of Trustees  
 29 of the Association, or by an architectural committee composed  
 30 of three (3) or more representatives appointed by the Board.

BOOK 4795 PAGE 853



1 In the event said Board, or its designated committee, fails  
2 to approve or disapprove such design and location within  
3 thirty (30) days after said plans and specifications have  
4 been submitted to it, approval will not be required and this  
5 Article will be deemed to have been fully complied with.

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ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any  
Owner, shall have the right to enforce, by any proceeding at  
law or in equity, all restrictions, conditions, covenants,  
reservations, liens and charges now or hereafter imposed by  
the provisions of this Declaration. Failure by the Associa-  
tion or by any Owner to enforce any covenant or restriction  
herein contained shall in no event be deemed a waiver of the  
right to do so thereafter.

Section 2. Severability. Invalidation of any  
one of these covenants or restrictions by judgment or court  
order shall in no wise affect any other provisions which  
shall remain in full force and effect.

Section 3. Amendment. The covenants and restric-  
tions of this Declaration shall run with and bind the land,  
for a term of twenty (20) years from the date this Declaration  
is recorded, after which time they shall be automatically  
extended for successive periods of ten (10) years. This  
Declaration may be amended during the first twenty (20) year  
period by an instrument signed by not less than ninety  
percent (90%) of the lot Owners, and thereafter by an instru-  
ment signed by not less than seventy-five percent (75%) of  
the lot Owners. Any amendment must be recorded.

Section 4. F.H.A./V.A. Approval. As long as  
there is a Class B membership, the following actions will  
require the prior approval of the Federal Housing Administration

BOOK 4795 PAGE 85A

1 or the Veterans Administration: Annexation of additional  
2 properties, dedication of common area, and amendment of this  
3 Declaration of Covenants, Conditions and Restrictions.

4 ARTICLE VII

5 PARTY WALLS

6 Section 1. General Rules of Law to Apply. Each  
7 Wall which is built as part of the original construction of  
8 the homes upon the Properties and placed on the dividing  
9 line between the Lots shall constitute a party wall, and, to  
10 the extent not inconsistent with the provisions of this  
11 Article, the general rules of law regarding party walls and  
12 liability for property damage due to negligence or willful  
13 acts or omissions shall apply thereto.

14 Section 2. Sharing of Repair and Maintenance.  
15 The cost of reasonable repair and maintenance of a party  
16 wall shall be shared by the Owners who make use of the wall  
17 in proportion to such use.

18 Section 3. Destruction by Fire or Other Casualty.  
19 If a party wall is destroyed or damaged by fire or other  
20 casualty, any Owner who has used the wall may restore it,  
21 and if the other Owners thereafter make use of the wall,  
22 they shall contribute to the cost of restoration thereof in  
23 proportion to such use, without prejudice, however, to the  
24 right of any such Owners to call for a larger contribution  
25 from the others under any rule of law regarding liability  
26 for negligent or willful acts or omissions.

27 Section 4. Weatherproofing. Notwithstanding any  
28 other provision of this Article, an Owner who by his negligent  
29 or willful act causes the party wall to be exposed to the  
30 elements shall bear the whole cost of furnishing the necessary  
protection against such elements.

Section 5. Right to Contributions Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any

dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

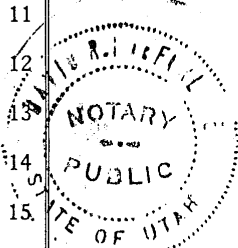
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this

28 day of Dec., 1978.

C. Howard Alvey & Sons  
Declarant

By: [Signature]

Its: General Partner



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

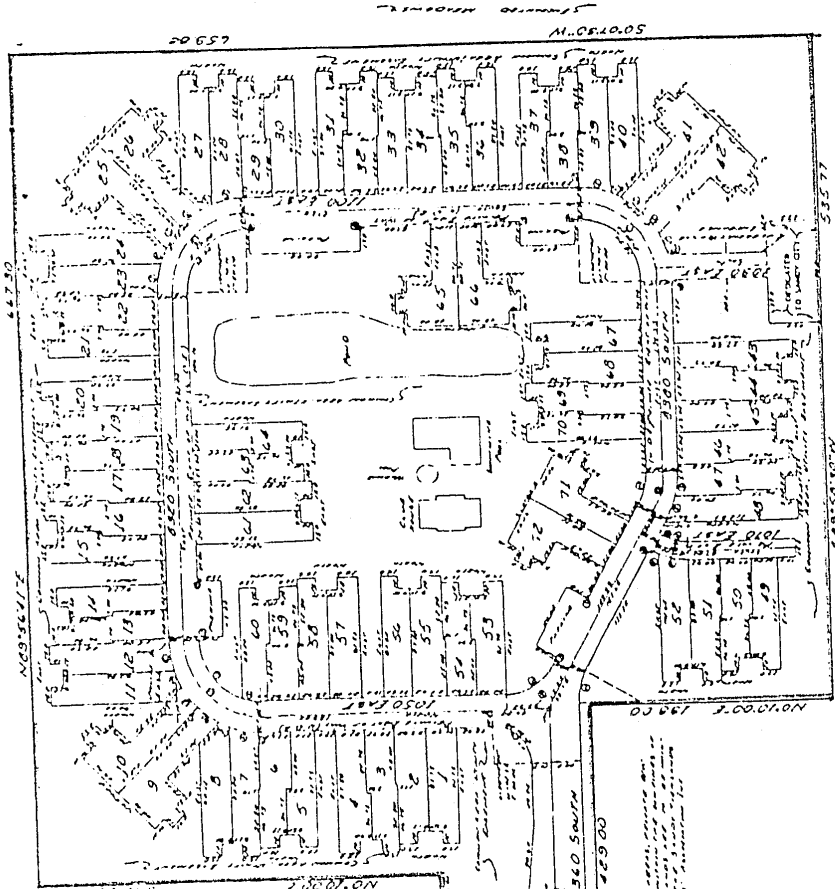
On this 28 day of Dec., 1978, before the undersigned officer, personally appeared Vaughn T. Alvey who acknowledged himself to be the general partner of C. Howard Alvey & Sons, the partnership described in the foregoing instrument; and he being authorized so to do, executed the foregoing instrument on behalf of the partnership by signing his name as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

My Commission Expires: August 26, 1981

[Signature]  
NOTARY PUBLIC  
Residing at Salt Lake City

BOOK 4795 PAGE 856



1. The proposed development is a residential development consisting of 50 lots, each containing a single-family detached dwelling. The lots are situated on a portion of the property shown on the plat for the Sandy Highlands development, located in the City of Sandy, Utah.

2. The proposed development is consistent with the Comprehensive Zoning Ordinance of the City of Sandy, Utah, and the Comprehensive Zoning Ordinance of the County of Salt Lake, Utah.

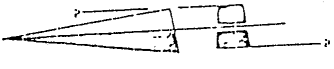
3. The proposed development is in compliance with all applicable laws, rules, and regulations of the City of Sandy, Utah, and the County of Salt Lake, Utah.

4. The proposed development is in compliance with all applicable laws, rules, and regulations of the State of Utah.

**SANDY HIGHLANDS**  
 A Planned Unit Development  
 A Part of the S & B Section 30  
 T&S, E1/4, S1/4, W1/4  
 SANDY, UTAH

The proposed development is in compliance with all applicable laws, rules, and regulations of the City of Sandy, Utah, and the County of Salt Lake, Utah.

Lot #	Area (sq. ft.)	Area (sq. m.)	Area (ac.)	Area (ha.)
1	10,000	929	0.23	0.09
2	10,000	929	0.23	0.09
3	10,000	929	0.23	0.09
4	10,000	929	0.23	0.09
5	10,000	929	0.23	0.09
6	10,000	929	0.23	0.09
7	10,000	929	0.23	0.09
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48	10,000	929	0.23	0.09
49	10,000	929	0.23	0.09
50	10,000	929	0.23	0.09



2024 JUNE 05 0098

1000 EAST STREET