

AFTER RECORDING, RETURN TO:
Marion Woods
Eagle Capital Group
1935 E. Vine St.
Murray, UT. 84107

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "this declaration") is made as of the 31st day of March, 1988, by Eagle Capital Group, a Utah Corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the following described property (hereinafter referred to as the "Property") situated in Murray, Utah:

THE EREKSON PLACE SUBDIVISION according to the plat (hereinafter referred to as the "Plat") recorded on April 5, 1988 in file No. 4606367 of the official records of the Salt Lake County, Utah, Recorder.

WHEREAS, Developer desires to establish a general plan for the maintenance, repair, improvement and development of the property as an attractive residential development for the purpose of enhancing and protecting the desirability and attractiveness of the Property and the quality of life within the Property and to subject the Property to the covenants and conditions, easements and reservations, hereinafter set forth, each of which is to benefit the Property and the holders of interests therein, shall apply to and bind said holder's successors in interest and shall run with the land comprising the Property; and

WHEREAS, Developer has deemed it desireable for the efficient preservation of the value, desirability and attractiveness of the portion of said tract to create a "COMMITTEE" to which should be delegated and assigned the powers of maintaining and administering and enforcing these covenants, conditions and restrictions; and

WHEREAS, Developer will convey title to all of said lots in the portion of said tract subject to certain protective covenants, conditions and restrictions hereinafter set forth;

NOW THEREFORE, in consideration of the premises, Developer hereby declares, covenants and agrees that the Property and each part thereof shall be held, encumbered, occupied, built on and otherwise used and improved, maintained, sold conveyed and otherwise transferred subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges which shall attach to and run with the land, shall be binding on the Property and all Owners and other parties having, acquiring or otherwise at any time possessing any right, title or interest in or to the property or any part thereof, shall insure

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to the benefit of said Owners and other parties, and shall be for the purpose of establishing a general plan for the improvement and development of the Property as an attractive residential development;

ARTICLE I

The following terms used in these covenants shall be applicable to this Declaration and are defined as follows:

Section 1.01 Developer. "Developer" shall mean Eagle Capital Group, a Utah Corporation and their or their successors and/or assigns.

Section 2.02 Improvement. "Improvement" shall mean any building, structure, fence, wall, etc., which shall be subject to the rules, regulations and policies described herein.

Section 1.03 Lot. "Lot" shall mean the lots shown on the plats of Survey filed with this declaration.

Section 1.04 Owner. "Owner" shall mean the record Owner, whether one or more persons or entities, or equitable title (or legal title) in any lot. An owner does not include a person or entity who holds an interest in a Lot merely as security for the performance of an obligation.

ARTICLE II

RESIDENTIAL AREA COVENANTS

Section 2.01 Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved 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 and maintenance of utilities, or which may change the direction of flow of water through drainage pipes or channels in the easements. The easement area of each Lot and all improvements on 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.

Section 2.02 Land Use and Building Type. Lots shall be used solely 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 attached private double or greater capacity car garage. The main floor area of the main structure, exclusive of open porches and garages shall not be less than 2,000 square feet. The Architectural Control Committee may grant a variance

to the main floor requirement on a 2 story home. This, Section 2.02, shall not apply to lots 13, 14, 15 and 24 to the extent that the dwellings on said lots shall be required to have no less than 1,750 square feet on the main floor and the Architectural Control Committee shall have no authority or control over dwellings built on said lots.

Lots 20, 21, 22 and 23 and any existing structures within the subdivision shall not be subject to the Architectural Control Committee or its requirements or obligations. Said lots shall be required to have no less than 1750 square feet on the main floor.

Section 2.03 Church Meetinghouse Planned Adjacent. Lot owners are hereby informed and made aware, and by these restrictions and covenants declare that the use of the approximate three (3) acres immediately to the South of Subdivision owned by the Church of Jesus Christ of Latter-Day Saints has been approved and will be accepted as property used for the construction and operation, within the proper zoned use of Murray City, of a Church meetinghouse.

Section 2.04 Setbacks and Building Lines. No building or any part thereof, including garages and porches, shall be erected on any lot closer than 30 feet to the front street line, or closer than 10 feet to either side of the lot line, or closer than 15 feet to the rear lot line. Where one and one-half, two or more lots are acquired as a single building site, the side lot lines shall refer only to the Lot lines bordering the adjoining property owners. The Committee shall have the right to permit reasonable modifications of the set back requirements wherein the discretion of the Committee strict enforcement of these setback provisions would work a hardship.

(a) Exceptions: Because the development was constructed around existing structures, the following exceptions are in place:

- Set back requirements are waived for lots 23 and 24;
- Front line set back for Lot 21 will be greater than 30 feet;
- The front line of lot 21 will be less than required by the City of Murray;
- Existing structures on lots 22, 23 and 24 are exempted from the minimum square footage requirements.

Section 2.05 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the Owner's premises or on leash under handler's control.

Section 3.02 Trailers and Motor Vehicles. Except with the approval of the Committee, no boat, truck, mobile home,

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snowmobile, trailer, camper, recreational vehicle, or similar thing of any kind shall be kept, parked, placed, reconstructed, stored or maintained, constructed or repaired upon any portion of the Property unless placed or maintained within an enclosed garage or behind a fence no closer to the front property line than the front of the home. Any vehicle placed or parked on the property in violation of this section may be towed away by the Committee at the expense of the Owner thereof.

Section 3.03 Repair of Improvements. The Owner of each lot shall keep all improvements on his lot at all times in good condition and repair.

Section 3.04 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 conditions. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No owner shall be permitted to maintain an incinerator. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot Owner. No unsightly materials or other object of any kind are to be stored on any lot in view of the general public.

Section 3.05 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than square feet (four) advertising the property for sale or rent, or signs approved by the Developer and used by a builder to advertise the property during the construction and sales period.

Section 3.06 Landscaping Front Yard. All lot owners who have built a home on a lot shall have their front yards' landscaped within one year after purchasing their lot.

Section 3.07 Developer's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Developer and its duly authorized agents of Improvement or signs necessary or convenient for the improvement, development, sale, operation or other disposition of the Property or any part thereof or to prevent Developer's use of the Property for business purposes in furtherance of its improvement, development, sale and operation of the Property.

Section 3.08 Variances. In hardship cases, the Committee shall have the power, but not the duty, to grant a variance from the requirements of these use Restrictions; provided however, that all necessary permits or variances must be first obtained from any agency or department thereof.

Section 3.09 Architectural Control Committee. The Architectural Control Committee shall consist of three (3) or more representatives appointed to such Committee by the

Developer. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, a successor shall be appointed by the Developer. Neither members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval of any plans, specifications, design, location or other proposed actions, shall be in writing, and must be within thirty days after submission. If the committee fails to act, approval shall not be required. As used throughout this Agreement, the term "Committee" shall mean the Architectural Control Committee defined in this Section.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 Enforcement. Any Owner shall have the right to enforce, by law or in equity, all conditions, restrictions, covenants, reservations, liens and provisions of this Declaration. Failure by the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Owner in violation of any restriction, condition or covenant shall, in addition to any other obligation including but not limited to reasonable attorney's fees.

Section 4.02 Severability. Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4.03 Amendment. The covenants and restrictions of the 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 only be amended during the first twenty (20) year period by an instrument signed by not less than sixty percent of the owners, and thereafter by an instrument signed by not less than sixty percent of the owners. Any amendment, including but not limited to notice, must be executed and acknowledged by the Owner or entity and thereafter recorded in the official records of the Office of the Salt Lake County Recorder, State of Utah.

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

On the 3/31 day of March, 1988, personally appeared before me Marion D. Woods, who being by me duly sworn, says that he is the President of Eagle Capital Group, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Marion D. Woods acknowledged to me that said corporation executed the same.

Isa C. Olson
Notary Public residing at
Salt Lake City, UT

My commission expires: 2/25/94

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

On the 30th day of March, 1988, personally appeared before me Dan B. Erekson and Kathryn S. Erekson, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

Guthrie L.
Notary Public residing at
SALT Lake City, Utah

My commission expires: May 18, 1989



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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day, month and year first above written.

STEWART TITLE OF UTAH, TRUSTEE

By: [Signature]
Its: President

EAGLE CAPITAL GROUP, A UTAH CORPORATION

By: Marion D. Woods
Its: President

[Signature]
Dan B. Erekson, an Individual

[Signature]
Kathryn S. Erekson, an Individual

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 31st day of March, 1988, personally appeared before me Arlen B. Taylor and [Signature] who being by me duly sworn did say, each for himself, that he, the said Arlen B. Taylor is the President, and he the said [Signature] is the Secretary of Stewart Title of Utah Company, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and said Arlen B. Taylor and [Signature] each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires May 18, 1989
Residing in Salt Lake City, Utah

[Signature]
Notary Public

CORPORATION ACKNOWLEDGMENT

Form No. U-14

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
STEWART TITLE

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