

AMENDED
DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS

SALEM HEIGHTS SUBDIVISION

Salem City, Utah County Utah

This DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on this 21st day of May, 2018, by the owners of Salem Heights Subdivision (such owners to be referred to as "Declarant" herein after) a residential development in Salem City, Utah County, Utah (the "Subdivision").

RECITALS

A. The purpose of this instrument is to provide for the preservation of the values of lots and residential improvements within the Subdivision.

B. The property which is to be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property in Salem City, Utah County, State of Utah described in Exhibit A attached hereto and made a part hereof, which comprises Plats "A" of the Subdivision: and all future Plats of the subdivision as they are processed through the planning and zoning department of Salem City and recorded in the office of the Utah County Recorder (the "Public Records"):

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, and appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat of the Property:

C. A subdivision plat entitled Salem Heights Subdivision, Plat "A", Salem City, Utah County, Utah, subdividing the property described herein, and in said Exhibit A hereto, into 138 lots, and to which the provisions of this Declaration shall apply, is to be recorded contemporaneously herewith in the Office of the Utah Country Recorder.

NOW, THEREFORE, Declarant hereby states that all of the real property described in Exhibit A (sometimes herein referred to as "land", "real property", "lot", "plat", "property", or "Subdivision") and in any future Subdivision Plats processed and recorded as hereinafter set forth in ARTICLE II, shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, easements, reservations and restrictions, all of which are declared and agreed to be in furtherance of the plan for the improvement and sale of the property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability, and attractiveness of the property and every part thereof. All of the provisions of this Declaration will be deemed to be covenants, or equitable servitudes, as the case may be, running with the land, and shall be binding upon all parties having or acquiring any right, title or interest in the described land or any part thereof.

ARTICLE I - RESIDENTIAL AREA COVENANTS

1.1 Zoning. The Subdivision is zoned residential and is restricted to single family residential use pursuant to applicable provisions of Salem City's zoning ordinances. No residence, nor any part thereof, shall be occupied by any persons not coming within the definition of "Family" as such term is intended and defined in such ordinances.

1.2 Subdivision Design Concept. It is intended hereby to create a single family residential subdivision of homes which are all of a compatible design, size and value. All homes shall exhibit creative architectural design, detail and the use of above-average new materials (except for used brick, which may be utilized) with conventional construction methods, including at least 25% of the front facade of the home being comprised of brick or stone. **Pre-fabricated or pre-constructed homes are not permitted.**

1.3 Architectural and Landscape Control. No residential dwelling shall contain less square footage than the minimums set forth in this Declaration.

1.4 Dwelling Quality and Size. The following subsections shall serve as minimum guidelines only:

1.4.1 General. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two stories in height, in addition to any basement or attic area, and must include a private garage on grade for not less than two vehicles. Carports and open storage areas are not permitted. Detached garages or accessory buildings will be allowed only if approved by Salem City.

1.4.2 Minimum Areas. A single-story dwelling- shall have finished main floor living area of not less than 1,625 square feet. A two-story dwelling shall have finished main floor living area of not less than 1000 square feet with the second level having not less than 750 square feet. As used herein die phrase "main floor living area" shall mean any square footage above grade. The minimum square footages as required herein shall be deemed to exclude that of garages, porches, patios, verandas, balconies, basements, and steps. Garages shall contain a minimum of 500 square feet. Dwellings constructed on any lot designated on a Subdivision Plat as "Affordable Housing" shall contain a minimum of 1,450 total square feet.

1.4.3 Exterior and Roof Materials. Exterior building and roof materials, roof pitches, landscaping, fencing, driveways and parking areas require, among other things, that at least 25% of the front façade of the homes be comprised of brick or stone.

1.4.4 Elevations. Dwelling elevations shall vary from lot to lot and no elevation shall be duplicated on adjacent lots having common side lot lines.

1.4.5 Accessory Structures. Any detached accessory building permitted and erected on a lot pursuant to the guidelines set forth herein shall conform in design and materials with the primary residential dwelling on the lot.

1.5 Landscape Plan. Any lot shall include sprinkler, sod, two 2" caliper trees, and drainage of surface water. **Chain link fencing will not be allowed in front yard set-backs.**

1.6 Landscaping. All approved front yard landscaping, fencing, trees, sod, and front yard sprinklers shall be installed and operative prior to insurance of occupancy permit, or bonded (\$3,000.00 cash bond) for completion prior to the end of the first growing season following the date of issuance of a certificate of occupancy. A growing season shall be deemed to be from April 1 through September 30.

1.7 Timely Construction; Material Storage. All dwellings under construction must: be completed pursuant to the plans and specifications within one year from the Commencement of any construction, or alteration, with dates to be determined by the records of Salem City as to building permits, inspections, etc. Damage to public roads or sidewalks within the Subdivision which occur during construction shall be repaired, or bonded therefore, prior to issuance of a certificate of occupancy. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof it prepared to commence construction of improvements. Building materials shall be placed only within the property lines of the lot upon which the improvements are to be erected.

1.8 Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six to eight square feet advertising the lot for sale or rent, or similar size signs used by a builder or realtor to advertise the lot during the construction and sales period.

1.9 Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, and other domesticated household pets; provided that these are not kept, bred or maintained for any commercial purpose: and, provided further, that all pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary. No pets shall be kept in unreasonable numbers or against any provisions of the Salem City ordinances as to type, licensing, etc.

1.10 Utilities. Utility easements are shown on the recorded Plat and all utility lines of any kind, including power, sewer, water and telephone shall be placed underground.

1.11 Satellite Dishes/Antennae. No satellite dishes or antennae shall be placed in the front set back or any area within public view. Any roof mounted antenna or equipment (air conditioning

apparatus, etc.) shall be placed behind the roof ridge line so as not to be visible from the public roadway. Evaporative coolers or window-mount air conditioners shall not be utilized.

1.12 Garbage and Refuse. No trash or any other refuse shall be dumped or thrown or otherwise disposed of on any lot or portion thereof. All lot owners shall subscribe to the disposal service utilized throughout Salem City.

1.13 Temporary Structures. No Structures of a temporary character (trailer, basement, tent, shack, garages, barns or other outbuildings) shall be used on any lot at any time as a residence.

1.14 Fencing. No fence, wall, hedge, or other dividing structure shall be permitted on a lot within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. All fences must conform to Salem City ordinances.

1.15 Parking and Vehicle Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles or trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on a residential street within the Subdivision, except while engaged in transient business. Trailers, mobile homes, trucks under three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, or maintenance equipment of any kind, shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access shall be planned and provided for in the design of any dwelling to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, fuel or other inflammable matter, or other offensive or commercial material is prohibited.

1.16 Maintenance. Every lot, including the improvements and landscaping thereon, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition at all times.

1.17 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or permitted thereon which may become an annoyance or nuisance to the Subdivision including noisy or unruly pets.

ARTICLE II – GENERAL PROVISIONS

2.1 Nature of Subdivision. The Subdivision contains no areas common to all lot owners. Therefore, all lot owners must obtain, pay for and keep in force their own hazard and liability insurance coverage with respect to their residences and lots.

2.2 Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of the provisions contained within this Declaration. Any one or more lot owners shall have the right, but not the obligation, of enforcement. The successful party in any such proceedings shall be entitled to reasonable attorneys fees and costs incurred, whether such proceedings are by suit or through alternative dispute resolution.

2.3 Inspections. Earthtec Engineering shall inspect each and every lot and dwelling thereon prior to the issuance of occupancy.

2.4 Term. The provisions of this Declaration shall run with the land in perpetuity from the date of its recording but may be amended or supplemented as provided herein.

2.5 Amendment. This Declaration may be amended by a written instrument executed by the then record owners of at least two-thirds (2/3) of the lots within the Subdivision and upon recording the same with the Recorder or Utah County, Utah.

2.6 Interpretation. In interpreting the provisions hereof as they pertain to municipal zoning or subdivision ordinances, if there are any discrepancies with the Salem City zoning and subdivision ordinances, as amended from time to time, then the Salem City zoning and subdivision ordinances shall control such interpretation, including the meaning of any terms or definitions used herein.

2.7 Covenants to Run with Land. This Declaration and all the provisions hereof, whether deemed or express, are declared to be and shall constitute covenants which run with the land, or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of any and all parties who have acquired, or who shall hereafter acquire, any interest in a lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future owner, mortgagee, tenant or occupant of a lot or dwelling shall be subject to and shall comply with the provisions of this Declaration. Each party acquiring an interest in a lot or dwelling within the Subdivision thereby consents to and agrees to be bound by all of the provisions of this Declaration.

ARTICLE III – SUPPLEMENTAL DECLARATIONS

3.1 Future Plats. Following their approval by Salem City, future Plats of the Subdivision shall be made subject to the provisions of this Declaration upon concurrent recordation thereof in the Public Records of a Supplemental Declaration containing the following information:

3.1.1 The sequential and alphabetical name of the Subdivision Plat, and the numerical number of the Supplemental Declaration;

3.1.2 The number of new lots in said Plat and the cumulative total of lots which are then subject to the provisions of this Declaration, which total shall not exceed 138 being comprised of Phase I (49 lots by Salem Hills, LLC and 16 lots by Rocky Mountain Development, LLC) and Phase II (71 lots by Salem Hills, LLC and 2 lots by Rocky Mountain Development, LLC): and

3.1.3 Amendments or clarifications to the Declaration, if any.

3.2 Availability of Copies. Copies of all recorded Supplemental Declarations shall be attached to all copies of the recorded Declaration and made available to all new lot purchasers in connection of such purchase, and to current lot owners in the Subdivision upon request at a reasonable cost.

IN WITNESS WHEREOF, the Declarant has executed this Amended and Restated Declaration of Protective Easements, Covenants, Conditions and Restrictions for Salem Heights, as of the date first written above.

I HEREBY CERTIFY, that pursuant to Article 2.5, the requisite number of votes was obtained to execute and record this Amended Declaration of Protective Easements, Covenants, Conditions and Restrictions for Salem Heights.

SALEM HEIGHTS SUBDIVISION


Signature

Howard B. Cleavinger II
Printed Name

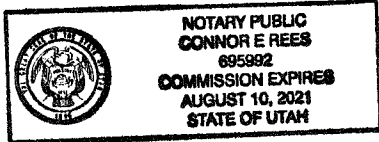
Board Member Home Owners Association
Title

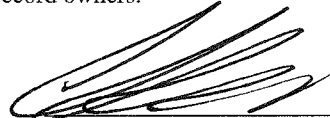
[NOTARY ACKNOWLEDGEMENT FOLLOWS]

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 21st day of May, 2018, personally appeared before me

Connor E Rees who by me being duly sworn, did say that she/he is an authorized representative of Salem Heights Subdivision, and that the foregoing instrument is signed and executed by authority of the consent of its record owners.





Notary Public

[SECTION INTENTIONALLY LEFT BLANK – EXHIBIT A ON PAGE 6]

EXHIBIT A
LEGAL DESCRIPTIONS AND SERIAL NUMBERS

LEGAL DESCRIPTION:

Lot 1-66 – SALEM HEIGHTS PLAT A

Lot 67-139 – SALEM HEIGHTS PLAT B

Lot 140, 141 – SALEM HEIGHTS PLAT C

SERIAL NUMBERS:

66:154:0001	66:154:0035	66:186:0070	66:186:0103	66:186:0136
66:154:0002	66:154:0036	66:186:0071	66:186:0104	66:186:0137
66:154:0003	66:154:0037	66:186:0072	66:186:0105	66:186:0138
66:154:0004	66:154:0038	66:186:0073	66:186:0106	66:186:0139
66:154:0005	66:154:0039	66:186:0074	66:186:0107	66:325:0140
66:154:0006	66:154:0040	66:186:0075	66:186:0108	66:325:0141
66:154:0007	66:154:0041	66:186:0076	66:186:0109	
66:154:0008	66:154:0042	66:186:0077	66:186:0110	
66:154:0009	66:154:0043	66:186:0078	66:186:0111	
66:154:0010	66:154:0044	66:186:0079	66:186:0112	
66:154:0011	66:154:0045	66:186:0080	66:186:0113	
66:154:0012	66:154:0047	66:186:0081	66:186:0114	
66:154:0013	66:154:0048	66:186:0082	66:186:0115	
66:154:0014	66:154:0049	66:186:0083	66:186:0116	
66:154:0015	66:154:0050	66:186:0084	66:186:0117	
66:154:0016	66:154:0051	66:186:0085	66:186:0118	
66:154:0017	66:154:0052	66:186:0086	66:186:0119	
66:154:0018	66:154:0054	66:186:0087	66:186:0120	
66:154:0019	66:154:0055	66:186:0088	66:186:0121	
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66:154:0021	66:154:0057	66:186:0090	66:186:0123	
66:154:0022	66:154:0058	66:186:0091	66:186:0124	
66:154:0023	66:154:0059	66:186:0092	66:186:0125	
66:154:0025	66:154:0060	66:186:0093	66:186:0126	
66:154:0026	66:154:0061	66:186:0094	66:186:0127	
66:154:0027	66:154:0062	66:186:0095	66:186:0128	
66:154:0028	66:154:0063	66:186:0096	66:186:0129	
66:154:0029	66:154:0064	66:186:0097	66:186:0130	
66:154:0030	66:154:0065	66:186:0098	66:186:0131	
66:154:0031	66:154:0066	66:186:0099	66:186:0132	
66:154:0032	66:186:0067	66:186:0100	66:186:0133	
66:154:0033	66:186:0068	66:186:0101	66:186:0134	
66:154:0034	66:186:0069	66:186:0102	66:186:0135	