

2200

5322944
01 SEPTEMBER 92 10:04 AM
NATTIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
CARL OLSEN
22 LONE HOLLOW SANDY, 84092
REC BY: REBECCA GRAY , DEPUTY

CONDITIONS, COVENANTS
AND
RESTRICTIONS
ASHBROOK PARK SUBDIVISION

5322944

Recorded on this _____ day of _____, 19 ____.

Book _____, Page _____, as Entry No. _____

Records of the County of Salt Lake, State of Utah.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property situated in the County of Salt Lake, State of Utah, to wit:

Commonly known as ASHBROOK PARK SUBDIVISION

In consideration of the premises and as part of the general plan for improvement of the property comprising of Ashbrook Park Subdivision, we do hereby declare the property hereinabove described, subject to the conditions, covenants and restrictions herein recited.

HOMEOWNERS ASSOCIATION (APHA): The Ashbrook Park Subdivision Homeowner's Association shall consist of the individual property owner's of the seventeen individual lots located within the subdivision, who shall each have one vote in all election matters.

HOMEOWNERS ASSOCIATION MANAGEMENT COMMITTEE (HAMC): Shall consist of at least three members duly elected by a majority vote of the Homeowners Association members. The authority and responsibilities of such HAMC members is limited to that herein after described and to deal with other matters that by their existence shall influence the Ashbrook Park subdivision as a whole or in part all within the intent of these CC&R's and the ordinances of SL County, Utah.

1. Planned 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 detached single family dwellings not to exceed two stories in height with a private garage for not less than two vehicles and for not more than four vehicles.

BOOK 5322944 34

2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure upon the lot have been approved by the Ashbrook Park Subdivision Architectural Committee which shall be comprised of the Ashbrook Park Subdivision Homeowner's Association Management Committee (HAMC). Such approval shall include the quality of workmanship and materials, harmony of external design with existing structures, the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved by the HAMC.

3. Dwelling Quality and Size.

No single story home shall be permitted on any lot wherein the aground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 1,100 square feet. No two story home shall be permitted on any lot wherein the total square footage of the main floor and upper floor shall be less than 1,300 square feet, exclusive of open porches and garages. For the purposes of these covenants, bi-level or split-level homes shall be considered as two story homes and the 1,300 square foot minimum requirement shall be required on the main floor and upper floor combined. The Architectural Committee may at its sole option require some portion of the exterior of any home to include some brick, stucco or other masonry product.

4. Building Location.

a. All main building structures shall be located on each lot in conformance with the requirements of the County of Salt Lake.

b. For the purpose of this covenant, eaves, steps, and porches shall not be considered as part of the main building structure, provided however, that this shall not be construed to permit any portion of any structure to encroach upon any adjacent lot or property, public or private.

5. Construction Time Following Purchase.

a. The grantee(s) of any building lot within the subdivision, shall within six (6) months of purchase commence construction, weather permitting in the sole judgement of the grantor, of a dwelling unit and shall complete construction in compliance with the County of Salt Lake within six (6) months thereafter all in compliance with these CC&R's.

b. The grantee(s) of any building lot within the subdivision shall, as part of the existing policy requirements of SL County pursuant to the conditional use provisions of the R-1-5 zoning conditions, be required to complete landscaping and irrigation improvements in the front yard of such lot which include (1 ea. 8 ft. high deciduous tree, 1 ea. 4 ft. high evergreen tree, 8 ea. 1 gallon shrubs, grass and a stop and waste for irrigation purposes) in order to obtain a Certificate of Occupancy. Such landscaping improvements include the front and side yards to a point in line with the main (front door) on the main entrance side and to a point in line with the garage entrance on the opposite side of the lot.

6. Easement.

For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown of the recorded plat. Within these easements, no building structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots 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.

7. 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 or nuisance to the neighborhood. Storage of articles which are unsightly in the opinion of the HAMC will not be permitted. No automobiles, trailers, boats or other vehicles or equipment are to be stored on streets or front and side lots unless they are in proper running condition, properly licensed, are used on a regular basis and are in compliance with para. 12 of these CC&R's following.

8. Temporary Structures.

No structure of a temporary character, trailer basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

9. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and all such items must be kept in sanitary containers (such containers are currently provided via the SL County Garbage Collection Dept.). 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, m weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

10. Animals and Pets.

Dogs, cats or other household pets may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control. Rabbits, chickens, goats, or other small domestic farm animals or non-domestic animals such as snakes or other reptiles or carnivorous or non-carnivorous mammals are strictly prohibited regardless of County Zoning Ordinance allowances.

If in the opinion of the HAMC, any of the previously mentioned animals or pets become an annoyance, nuisance or obnoxious to other residences of the subdivision, the committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous, unsafe or of such an irritation to the neighborhood.

No homeowner shall allow his/her pet(s) to wander freely throughout the neighborhood. Each homeowner shall control his/her pet(s) so as to avoid excretion of urine or feces by such pet(s) in areas other than on such homeowner's lot and shall be responsible for its prompt clean-up so as to be non-offensive to the neighborhood.

11. Commercial Vehicles.

No trucks (larger than a (1) ton capacity pick-up truck), commercial vehicles, construction, or like equipment shall be stored or parked on any residential lot except while parked in a closed garage, nor parked on any residential street in the subdivision except while engaged in delivery or transportation to or from a residence in the subdivision.

FORM 6512-11A 37

12. Recreational Vehicles.

Only those recreational vehicles which can be parked entirely within the garage with the garage door closed completely or within the side yard behind (to the rear) the front building line on a concrete parking surface so as not to be visually offensive to other homeowners within the subdivision.

13. Slope or Drainage Control.

No structures, planting or other material shall be placed or permitted to remain or other facilities taken which may damage or interfere with established slope ratios, create or obstruct or sliding problems or which may change the direction of flow of drainage channels. 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.

14. Landscaping.

Tree, lawns, scrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the HAMC.

15. Subdivision of Lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more lots.

16. HAMC.

A. MEMBERSHIP: For the purposes of this recordation and until all lots are have been built upon, unless otherwise determined by this committee, the membership of the HAMC shall consist of Carl Olson, J. J. Olson and Eric B. Hale. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services in their capacity pursuant to these CC&R's.

FORM 6512-7-68 38

B. PROCEDURE: The committee's approval or disapproval as required under these CC&R's shall be in writing. In the event the committee or its designated representative(s) fails to approve or disapprove a request within one month after receipt of such request for approval, such as plans and specifications for a new home to be constructed within the subdivision, and if no suit to enjoin such action has been commenced prior to the conclusion thereof, then approval shall be deemed to be given pursuant to the requirements of these CC&R's.

C. ELECTION OF MEMBERS: Upon the termination or resignation of the committee members described under para. 16.A. next above an election of the HAMC shall be conducted and such committee members shall be determined by majority vote of the APHA. Such election of the members along with all other issues brought forth for the members of the APHA shall be held annually or at such other time as determined by majority vote.

17. TERM.

These CC&R's shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these CC&R's are recorded, and shall thereafter be automatically extended for a success period of ten (10) years.

18. AMENDMENTS.

An amendment to these CC&R's may be made at any time during the life of this instrument. Such amendment must be approved in writing by the majority of the members of the APHA and be properly recorded in accordance the requirements of Salt Lake County which shall amend these CC&R's in whole or in part accordingly.

19. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against every person or persons violating or attempting to violate any covenant under these CC&R's either to restrain violation or to recover damages.

20. SEVERABILITY.

Invalidation of any one of the covenants under these CC&R's by judgment or court order shall not in any way effect any other provision which shall remain in full force and effect.

21. EFFECTIVE DATE.

This Covenant shall take effect upon recordation.

ASHBROOK PARK SUBDIVISION PROPERTY OWNERS:

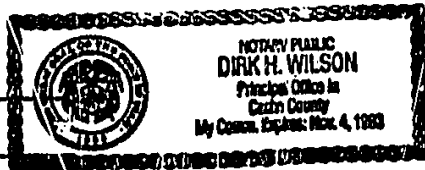
By: *Clair E. Wilson*
Clair E. Wilson

By: *Leora H. Wilson*
Leora H. Wilson

STATE OF UTAH)
) ss,
COUNTY OF Cach)

On this 26th day of June, 1992, personally appeared before me, Clair E. Wilson and Leora H. Wilson, the signers and declared owners of the Ashbrook Subdivision who duly acknowledged to that they executed the same.

Dirk H. Wilson
NOTARY PUBLIC
Residing in Logan, Ut.
My commission expires _____



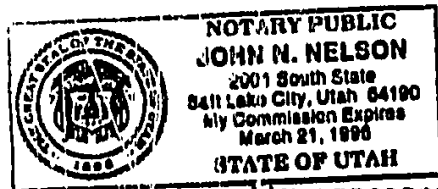
APPROVED AS TO FORM: OLSON Incorporated, the subdivider

Carl Olson
By: Carl Olson, President

STATE OF UTAH)
) ss,
COUNTY OF SALT LAKE)

On this Sept. 1st day of Sept, 1992, personally appeared before me, Carl Olson, the signer and declared President of OLSON Incorporated the subdivider of the Ashbrook Park Subdivision who duly acknowledged to that they executed the same.

John N. Nelson
NOTARY PUBLIC
Residing in SLC, ut.
My commission expires 3/21/96



CONDITIONS, COVENANTS AND RESTRICTIONS
ASHBROOK PARK SUBDIVISION

BOOK 6512 PAGE 40


APPROVED AS TO FORM:
ASHBROOK HOMEOWNER'S ASSOCIATION, INC.
(Ashbrook Condominium) Management Committee

Jeffery L. Johnson
By: Jeffery L. Johnson
President

Raymond E. Bye
By: Raymond E. Bye
Vice President

STATE OF UTAH)
)ss,
COUNTY OF SALT LAKE)


On this 7/11 day of 1992, personally appeared before me, Jeffery L. Johnson, President and Raymond E. Bye Vice President, the signers and declared officers of the Ashbrook Homeowner's Association, Inc. (Ashbrook Condominium) Management Committee who duly acknowledged to that they executed the same of their own free will and for the purposes therein stated.

Shirley A. Rook
NOTARY PUBLIC
Residing in _____
My commission expires _____
 Notary Public
SHIRLEY A. ROOK
330 West 700 South
Salt Lake City, Utah 84101
My Commission Expires
June 8, 1994
State of Utah

Shirley A. Rook
By: Shirley A. Rook
Secretary

STATE OF UTAH)
)ss,
COUNTY OF SALT LAKE)

On this 7/11 day of 1992, personally appeared before me, Shirley A. Rook, Secretary, a signer and declared officers of the Ashbrook Homeowner's Association, Inc. (Ashbrook Condominium) Management Committee who duly acknowledged to that they executed the same of their own free will and for the purposes therein stated.

Shirley A. Rook
NOTARY PUBLIC
Residing in _____
My commission expires _____
 Notary Public
SHIRLEY A. ROOK
330 West 700 South
Salt Lake City, Utah 84101
My Commission Expires
June 8, 1994
State of Utah

CONDITIONS, COVENANTS AND RESTRICTIONS
ASHBROOK PARK SUBDIVISION

FORM 6512 REV 91