

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HEATHERWOOD ESTATES PHASE II**

THIS DECLARATION is made this 7th day of January, 1993, by Heatherwood Estates, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in South Jordan City, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 201 - 240
Heatherwood Estates Phase II
according to the official plat
thereof filed with
Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, and restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the propose of protecting the value and desirability of the Lots, that all of the easements, restrictions, and covenants and conditions, which shall run with the Lots and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control committee shall be composed of Brent Robison, Raymond B. Jenkins, and Hal Price. 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, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. The Committees approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the

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Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. No building, fence, wall or other structures shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION 1. 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 one detached Single-family dwelling not to exceed two stories in height, and private construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling, Quality and Size. The ground floor level of any private dwelling shall be 1700 Sq. Ft. or more for a one story dwelling or regarding a two-story dwelling, the ground level floor area, exclusive of open porches and garages, shall be at least 1380 Sq. Ft. and the second level must equal at least 2/3 of the ground floor area, except that if the ground floor area is at least 1700 Sq. FT. there shall be no minimum requirement for the second level floor area. Tri-levels shall be figured as the main and upper floor constituting the main floor area square footage (Minimum 1700 Sq. Ft.) Each dwelling must have an attached garage for a minimum of 2 cars. Each dwelling must be covered with all brick or the equivalent as approved by the Architectural Control Committee.

SECTION 3. City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of South Jordan, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easement. Easements for installations 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 interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

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SECTION 5. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 6. Temporary Structures. No structures of a 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.

SECTION 7. Garbage and Refuse Disposal. No Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

SECTION 8. Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 years of occupation of dwelling. All parkstrips must be planted in grass and Honey Locust trees or equivalent and shall be planted 30' apart in parkstrips throughout the subdivision. The trees shall be 5 gallon in size and shall be purchased, planted, and cared for by the homeowners and their placement shall be directed by the Architectural Control Committee.

ARTICLE III

GENERAL PROVISIONS

SECTION 1. Enforcement. 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 any Owner to enforce any covenants or restrictions 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 provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of Forty (40) 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 or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be reduce to writing, signed and recorded against the Lots.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 7th day of January, 1993.

DECLARANT

D. Brent Robison

D. Brent Robison
President
Heatherwood Estates, Inc.

Janette Scherman

Kenneth J. Scherman

STATE OF UTAH)
) §§.
COUNTY OF SALT LAKE)

On the 1st day of September, 1993, personally appeared before me BRENT ROBISON, who being by me duly sworn, did say, each for himself, that he, the said BRENT ROBISON is the President of HEATHERWOOD ESTATES, INC. 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 BRENT ROBISON each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

[Signature]
Notary Public

My Commission Expires: 12-3-94
Residing at: Salt Lake City, Utah

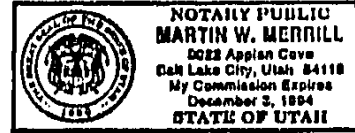


STATE OF UTAH)
) §§.
COUNTY OF SALT LAKE)

On the 1st day of September, 1993, personally appeared before me KENNETH J. SCHARMAN and JANETTE SCHARMAN, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

My Commission Expires: 12-3-94
Residing at: Salt Lake City, Utah



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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
REC BY: SHARON WEST , DEPUTY

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