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17 DECEMBER 93 10:08 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SUTHERLAND TITLE  
REC BY: KARMA BLANCHARD, DEPUTY

### OLD MILL LANE

KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned being the owner of the following described real property situate in Salt Lake County, State of Utah, to-wit:

Known as Old Mill Lane. In consideration of the premises and as part of the general plan for improvement of the property comprising the Old Mill Lane, we do hereby declare the property hereinabove described and all lots located therein, subject to the restrictions and covenants herein recited.

#### ARTICLE I

#### RESIDENTIAL AREA COVENANTS

##### 1. Planned use and Building Type:

No lot shall be used except for single family 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.

##### 2. Architectural Control:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Old Mill Lane Architectural Control Committee as to the overall design, materials, harmony with existing structures, and location in respect with 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.

##### 3. Dwelling Quality and Size:

Except as otherwise provided herein, no dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive porches and garages, shall be less than 2200 square feet for single story homes. For two story homes, the combined footage for both floors shall not be less than 2800 square feet.

For multi-level homes the combined footage for the two main floors shall not be less than 2200 square feet and. For the purpose of these covenants, multi-level homes shall be considered as single story homes.

##### 4. Building Location:

(a) Building location must conform to the requirements of Salt Lake County.

(b) For the purpose of this covenant, eaves, steps, and porches shall not be considered as a part of a building, provided however, that this shall not

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be construed to permit any portion of a building on a lot to encroach upon any other lot.

5. Roofing and Exterior Materials:

All exterior materials utilized on dwellings and other structures shall consist of natural materials including stone, brick, stucco and wood. Aluminum, steel and vinyl siding may only be used for soffit and fascia unless otherwise approved by the Architectural Control Committee in writing. The roofing material for all homes or other structures built on any lot shall be either cedar shingles, tile or architectural grade laminated shingles.

6. Construction Time Following Purchase:

The grantee or grantees of any building lot within the subdivision, shall within 2 years from the purchase date of said lot, commence construction and having commenced construction upon said lot, shall continue therewith and have the dwelling structure upon the lot ready for occupancy as a residence within 18 months from the date construction is commenced. Landscaping of any dwelling shall be completed within 12 months after the initial occupancy.

7. Nuisances:

No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage or any articles which are unsightly in the opinion of the Old Mill Lane Architectural Control Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed, and are being regularly used. No trailers, boats or other large recreational items shall be stored on the streets or front yards without the specific written permission of the Architectural Control Committee. No TV satellite dishes or TV or radio antennas shall be installed on any lot without the specific written permission of the Architectural Control Committee.

8. Temporary Structures:

No structures 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 temporary 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. All 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, 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 Salt Lake County 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 the owner's control.

If in the opinion of the Old Mill Lane Architectural Control Committee, any of the aforementioned animals or pets become an annoyance, nuisance, or obnoxious to other owners throughout the subdivision, the committee may require a reduction in number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

11. Landscaping:

Trees, lawns, shrubs or other planting 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 Old Mill Lane Architectural Control Committee.

12. Street Trees:

The owner of each lot shall be required to install two 2 inch caliper shade trees of a variety specified by the Old Mill Lane Architectural Control Committee. The Trees shall be installed in the front yard or park strip when the property is initially landscaped.

13. Subdividing of Lots:

No owners of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

ARTICLE II  
EASEMENTS

1. Easements for installation and maintenance of utilities and drainage facilities, and all other easements, are reserved as shown on the recorded plat or herein set forth.

2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the subject property, the owners of any lot served by said connection, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

ARTICLE III  
DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions:

These covenants are to run with the land and shall be binding on all

parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement:

The owner or owners of any portion of the subject property, and/or the Architectural Control Committee, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the Architectural Control Committee, the Declarant executing these conditions, covenants and reservations or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

3. Construction and Validity of Restrictions:

All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the invitees and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of that fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

4. Architectural Control Committee:

The Architectural Control Committee which is vested with the powers described hereinabove shall initially consist of three (3) persons appointed by the undersigned Declarant. Prior to the commencement of any excavations, construction, remodeling or alteration to any structure theretofore completed, there shall first be filed with the Architectural Control Committee one (1) complete set of plans and specifications for such excavation, construction, remodeling or alteration together with a plot plan indicating the exact part of the subject property the improvement with cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The committee shall have the right to refuse to approve any such plans and specifications which, in the

committee's discretion, are not desirable, and in so passing upon them the committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling or alteration and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property. The committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required.

No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants and restriction.

At any time, the then record owners of a majority of the subject property shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event of the death or resignation or the refusal or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee or fill and such vacancy with like authority.

The Architectural Control Committee shall have the power and authority to take such action as it deems necessary to keep any portion of the subject property and exterior of any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the committee may notify any owner of a portion of the subject property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the Architectural Control Committee may cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The Architectural Control Committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved. The initial Architectural Control Committee shall consist of Jerrald K. Boone, Alan Kruckenberg, and Linda S. DeSpain. After completion of development, Declarant shall appoint three (3) persons to replace the initial committee members named hereinabove. The three (3) members appointed at the time by Declarant shall be appointed to staggered initial terms of one, two, and three years respectively. At the expiration of a member's term, an election shall be held by the owners who shall elect a new member to the Arc 'tectural Control Committee for a three

(3) year term. In the election, each lot shall be construed to have one (1) vote.

5. Assignment and Reservation of Powers:

Any and all rights and powers of the undersigned Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors-in-interest of the Declarant.

6. Consents:

The Declarant has obtained the acknowledgement and consent the these protective covenants of all parties possessing liens affecting any portion of the subject property; and all such consents are attached hereto and by this reference are made a part hereof.

ARTICLE IV  
COMMON AREAS, OWNERSHIP AND MANAGEMENT

1. Common Areas and Facilities:

The following are designated as common areas and facilities of the subject property, are more particular particularly designated as Lot "A" and Lot "B" on the "OLD MILL LANE" PLAT.

2. Ownership-Association of Property Owners:

The property owners of the subject property shall comprise an association for the ownership, and management of the common areas and facilities upon the terms and conditions specified in three protective covenants. All common expenses shall be shared equally over the lots within the subject property with each lot shall hold one share with the total lots representing 100% of such shares.

3. By-Laws of Property Owners Association:

The procedure for management of the common areas and facilities of the subject property shall be governed by the following By-Laws:

(a) Voting at meeting of Property Owners:

At any meeting or election of lot owners, each owner shall be entitled to one vote per lot.

(b) Annual meeting of Property Owners and Elections.

The lot owners shall hold an annual meeting on the first Tuesday in April each year. At the annual meeting, elections shall be held to elect members of the management committee, which members shall also serve as and constitute the Architectural Control Committee referred to in these protective covenants. A financial report shall be given and such other business conducted as may be properly presented at the meeting. A special meeting maybe requested at any time by share holders. Meetings shall be held on the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered.

(c) The Management/Architectural Control Committee:

The management committee, also referred to herein as the architectural control committee, shall initially consist of three(3) persons, appointed by the Declarant, which committee shall serve until the project is completed, at which time the declarant shall appoint three (3) residents of the subject property to replace the initial committee which persons shall serve until the first annual meeting of the owners at which time an election shall be held for a new committee. Said committee shall be responsible to control the operation and management of the common areas and facilities in accordance with these protective covenants. The committee shall provide for the proper and reasonable control, operation and management of the common areas and facilities and maintain and repair the same. The quorum for the transaction of business shall consist of the majority of the committee in office. Committee shall have authority to provide additional facilities and improvements within the common areas, provided the cost does not exceed \$1000.00 per year. Facilities or improvements in excess of \$1000.00 per year shall require the approval of 2/3 of the lot owners. The committee shall determine all uses of the common areas and facilities and may obtain insurance, insuring the committee, the lot owners against liability to the public or to the owners of lots, their invitees or tenants incident to ownership for use of the common areas and facilities, together with such other insurance as may be deemed necessary by the committee to cover other risks of similar nature which are customarily covered for common areas or facilities.

4. Payment of Expenses:

Each lot owner hereby agrees to pay to the committee his or their portion of all costs and expenses required and deemed necessary in connection with the common areas and facilities and the maintenance and operation of the same. Costs and expenses may include, among others, the costs of management, taxes, special assessments, fire, casualty, and public liability insurance premiums, common lighting and electrical charges, landscaping and care of the grounds, repairs, renovations of common areas and facilities, maintenance and repairs, snow removal, wages, water and related charges, legal and accounting fees, costs of operation of all equipment and cost of electricity and other expenses and liabilities incurred by the management committee under or by reason of their duties under these covenants as well as the payment of any deficits remaining from any previous period and the creation of a reasonable contingency or reserve fund as well as all other costs or expenses of any nature relating to the common areas and facilities. Such payment shall be made upon such terms and at such times and in the manner provided by the management committee without deduction of any offsets or claims which the owner may have against the committee. If any lot owner or owners shall fail to pay any installment within (1) month from the time that the same becomes due, the owner shall pay interest thereon of one and one-half (1 1/2) percent

per month from the date such installment shall become due to the payment thereof, and all costs and expenses including a reasonable attorney's fee incurred by the committee in collection such assessments, whether or not formal legal proceedings have been commenced. The committee may each year increase or diminish the amount previously fixed based upon current and future costs. Suits to recover a money judgement for the unpaid common expenses may be maintained without foreclosing or waiving the liens securing the same. A Notice of Assessment shall be made on a certificate executed and acknowledged by the majority of the committee stating the indebtedness secured by the lien and shall describe the lot upon which the same is held.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 17th day of December, 1993.

Boone & Kruckenberg Homes, Inc.

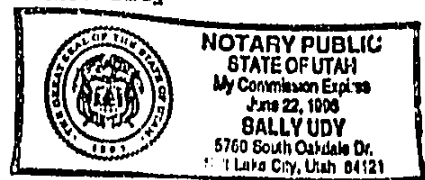
BY: Jerrald K. Boone  
Jerrald K. Boone, President

STATE OF UTAH, COUNTY OF SALT LAKE

On the 17th day of December, 1993, personally appeared before me, Jerrald K. Boone, being duly sworn, did say that he is the President of Boone & Kruckenberg Homes, Inc., and that said instrument was signed in behalf of said corporation by authority of a resolution of the board of directors, and said Jerrald K. Boone acknowledged to me that he executed the same.

Sally Udy  
Notary Public  
Residing in Salt Lake City

My Commission Expires 6-22-96



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