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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SURETY TITLE  
REC BY: B GRAY , DEPUTY - WI

5870840  
WHEN RECORDED MAIL TO:  
Westmark Investment, L. C.  
967 E. South Union Ave.  
Midvale, UT 84047

**DECLARATION OF PROTECTIVE COVENANTS  
for  
HEARTHSTONE SUBDIVISION**

**KNOW ALL MEN BY THESE PRESENTS:**

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

**All Lots  
HEARTHSTONE SUBDIVISION**

In consideration of the premises and as part of the general plan for improvement of the property comprising HEARTHSTONE SUBDIVISION, the undersigned does hereby declare the property herein above described, subject to the restrictions and covenants herein recited.

**PART A**

**RESIDENTIAL AREA COVENANTS**

**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 and a private garage for at least two vehicles.

**2. Architectural Control**

(a) No building shall be erected, placed or altered on any lot until the construction plans including a site plan and specifications have been approved by Hearthstone Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. Such plans to include a notation for the required planting of trees. (See Section 11 - Tree Planting.) One set of plans must be submitted for this purpose, which will be returned to the lot owner with the approval or disapproval thereof.

(b) In the event the committee or its designated representative fails to approve or disapprove within 10 days after plans and specifications have been submitted to it, or in the event there is no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

### 3. Dwelling Quality and Size

(a) No dwelling shall be permitted on any lot wherein the floor area of the home, exclusive of open porches and garages is less than 1,700 square feet for a single story. Multi-level homes must have an aggregate footage of above ground floors of the structure to total a minimum of 1,900 square feet. No home shall be constructed with a front elevation of less than 56 feet in width including garage. No structure shall be constructed on any lot at a value of less than \$130,000 inclusive of the lot based on costs and values prevalent in 1994.

(b) All homes will be required to have exterior finishes of brick, stone veneer, or stucco and a roof pitch of 6/12 or greater. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

### 4. Building Location & Requirements

(a) No building shall be located on any lot nearer than 30 feet to the front lot line or nearer to the side street line than 20 feet.

(b) No building shall be located nearer than 10 feet to an interior lot line and the total width of the two require side yards shall not be less than 20 feet. No residence shall be nearer than 20 feet to the rear lot line.

(c) All dwellings are to face the public street.

(d) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot, or to violate any building code in effect at the time of construction.

(e) The owner/builder is responsible to repair or replace any sidewalk or curb that has been broken after the purchase date of the lot.

### 5. Construction Time Following Purchase

The grantee or grantees of any building lot within the subdivision shall, within 12 months from the purchase date of said lot, commence construction or landscaping upon the first 30-foot frontage of the purchased lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 9 months from the date construction is commenced.

**6. Easement**

For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each of the lots and all improvements in it shall be landscaped and maintained continuously by the owner of the lot.

**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 nuisances to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the Hearthstone Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such purpose. Automobiles, trailers, boats, or other vehicles are not to be stored on streets, in front of homes or in unfenced side yards that are exposed to streets.

**8. Temporary Structures**

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

**9. Garbage and Refuse Disposal**

(a) The owner/builder is responsible during the construction of a home to see that all construction debris is contained in a dumpster and regularly removed from the building site.

(b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in sanitary containers. 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, 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**

(a) 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.

(b) If in the opinion of the Hearthstone Architectural Control Committee, or the Hearthstone Association, any of the aforementioned pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of pets permitted or elimination of any such pet considered dangerous or unsafe to the neighborhood.

**11. Tree Planting**

(a) The owner of each lot in the subdivision is required to plant two 2 inch caliper trees in the parking strip with appropriate drip system. These trees must be either two Bechtel Crab, two Bradford Pear or two Kwanzan Cherry. Such trees are shown on the recorded plot and are to be planted by owner or builder (with the appropriate drip systems) before final inspection approval can be given by South Jordan City, and before permanent power authorization is given.

(b) The cost of compliance with this section will be a lien on each lot, with the Architectural Control Committee authorized to sign such reconveyance releasing such liens. If compliance with this section is not completed by final inspection, owner agrees to escrow \$625.00 to be released to the Architectural Control Committee upon demand.

**12. Landscaping**

Each lot (front and side yards) is to be landscaped within three (3) months from the date the home receives final inspection approval (weather conditions permitting). Trees, lawns, shrubs, or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained continuously or replaced at the property owners expense upon request of the Hearthstone Architectural Control Committee.

**13. 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 sublots, less in square foot area than the area of the lot at the time of its initial purchase.

**PART B**

**THE HEARTHSTONE ARCHITECTURAL CONTROL COMMITTEE**

**1. Membership**

(a) The initial Hearthstone Architectural Committee is comprised of LaMar Bradshaw and John Hedman, and other invited residences of Hearthstone. 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 shall have full authority to designate a successor. Neither the members of the committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

**PART C**

**THE HEARTHSTONE ASSOCIATION**

Three months after the sale and closing of the last lot in the subdivision, the Architectural Control Committee will be dissolved and the duties will be assumed by the Hearthstone Association. An acting chairperson will be appointed by the Architectural Control Committee.

The owner of each lot in the subdivision belongs to and is allowed one vote in the Hearthstone Association. The Association is to meet annually to elect a chairman and to vote upon business that is in the common interest of the property owners.

The chairman is to serve at the pleasure of a majority of the owners of lots in the subdivision; hence the chairman may be terminated (voluntary or involuntary) by a majority vote of the resident owners of Hearthstone. (Each lot receiving one vote.)

PART D

GENERAL PROVISIONS

1. Terms

These covenants are to run with the land and should and shall be binding upon all parties and persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement

Enforcement of the foregoing shall be by proceedings at law or in equity against every person, persons, or entity violating or attempting to violate any covenant herein, either to restrain violation or to recover damages. Specifically, a competent court with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorney fee to the person or Association enforcing the same.

3. Severability

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

DATED this 2<sup>nd</sup> day of JUNE, 1994.

WESTMARK INVESTMENT, L. C.

By: John Hedman

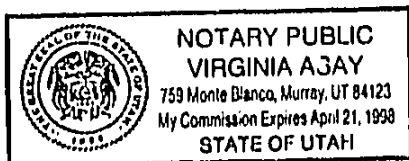
John Hedman

By: R. LaMar Bradshaw

R. LaMar Bradshaw

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

On the 2<sup>nd</sup> day of JUNE, 1994, personally appeared before me JOHN G. HEDMAN and LAMAR BRADSHAW, the principles of Westmark Investment, L. C., who being by me first duly sworn did say that they executed the foregoing instrument in behalf of WESTMARK INVESTMENT, L. C.



Virginia A Jay  
NOTARY PUBLIC  
Residing at: 759 Monte Blanco  
Murray, UT 84123