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07/27/94 10:20 AM 32.00
KATIE L. DIXON
RECODER, SALT LAKE COUNTY, UTAH
UNITED TITLE SERVICES
EC BY: J FERGUSON , DEPUTY - WI
TS

DECLARATION OF PROTECTIVE COV.

FOR

ASHWORTH ESTATES

5883322

KNOW ALL MEN BY THESE PRESENTS:

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

Commonly known as Ashworth Estates Subdivision.

In consideration of the premises and as part of the general plan for improvement of the property comprising of Ashworth Estates Subdivision, we do hereby declare the property hereinabove 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 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 Ashworth Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with typography and finish grade elevation. All existing curb, gutter and sidewalks are the responsibility of the Buyer/Builder for any damage during the construction period, and one year after subdivision completion. Buyer/Builder will indemnify and hold harmless the developer for any and all repairs/replacements required by Sandy City. All approaches and pads are the responsibility of the Buyer/Builder to cut and pour. No fence or wall shall be erected, placed or altered

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on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

3. Dwelling Quality and Size

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than the Sandy City requirement for the RI-20 zone. For the purposes of these covenants, bi-level or split-level homes shall be considered as single story homes. The Architectural Control Committee may at its sole option require some portion of the exterior of any home to include some brick, stucco or other masonry product, except at soffits and facia. Building size minimums as follows: Ramblers - 1,700 sq. ft. on the main floor; Multi-levels and Two Story - 2,000 sq. ft. finished.

4. Building Location

Building location must conform to the requirements of Sandy City.

For the purpose of this covenant, eaves, steps and porches shall not be considered as 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.

5. Construction Time Following Purchase

All lots must comply with all standards of the Sensitive Area Overlay Zone, including landscaping required by Sandy City due to any and all original vegetation removed prior to the subdivision preliminary grading. Said landscaping to be done by the lot owner.

No grading, cuts, fills, terracing or vegetation removal be allowed on a continuous hillside crest (upslope or downslope) or a slope of 30% or greater unless otherwise determined by the Planning Commission upon recommendation of the Engineering Department.

6. Easement

For the 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, 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 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 of utility 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. No clothesline or storage or any articles which are unsightly in the opinion of Ashworth Estates Architectural Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles, trailers, boats 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.

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. 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

Two large animals, horses or cows per 1/2 acre, are permissible. Pigs are not allowed. Smaller animals as dictated by City ordinances.

If, in the opinion of Ashworth Estates Architectural Committee, any of the forenamed animals or pets become an annoyance, nuisance or obnoxious to other owners throughout 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 or unsafe to the neighborhood.

11. Landscaping

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owners expense upon request of the Ashworth Estates Architectural Committee.

12. 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 footage, than the lot at the time of its initial purchase.

PART B

ASHWORTH ESTATES ARCHITECTURAL COMMITTEE

1. Membership

Ashworth Estates Architectural Committee is comprised of Wendell Suprise, Steven Ashworth and Kenneth Ashworth. A majority of the committee may designate a representative to act for him. 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 pursuant to this covenant.

2. Procedure

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if 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.

PART C

GENERAL PROVISIONS

1. Term

These covenants are to run with the land and should and

shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenant 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 shall be by proceedings at law or in equity against every person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability

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

THIS DECLARATION is made this 22nd day of July, 1994 by W.K.S. Development, L.C., hereinafter referred to as "Declarant."

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, restrictions, reservations, assessments, charges and liens herein set forth.

NOW THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the lots, that all of the lots shall be held, sold and conveyed subject to the above 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set his hand this 22nd day of July, 1994.

DECLARANT

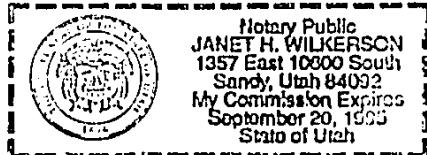
W.K.S. DEVELOPMENT, L.C.

By: Wendell Suprise
Wendell Suprise

Title: General Partner

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

On the 22nd day of July, 1994, personally appeared before me Wendell Surprise, who being by me duly sworn did say that he is the General Partner of W.K.S. Development, L.C., that he signed the foregoing instrument by proper authority, and he duly acknowledged to me that said corporation, individual, or partnership executed the same.



Janet H. Wilkerson
Notary Public

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