

When Recorded Return to  
John Holmes Construction, Inc.  
380 West 6500 South  
Murray, UT 84107

5886754  
07/29/94 4:04 PM 18.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
REC BY: J FERGUSON , DEPUTY - WI

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## ANDRUS ACRES RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, AERIE DEVELOPMENT GROUP, LLC, a Utah Limited Liability Company; and JOHN HOLMES CONSTRUCTION, INC., a Utah Corporation, (herein jointly referred to as "Developers") are the owners and possessors of the land referred to in this document and which is situated in the State of Utah, County of Salt Lake, and is described as follows:

LOTS 1 through 19, inclusive, ANDRUS ACRES SUBDIVISION, according to the official Plat thereof as recorded in the office of the Salt Lake County Recorder.

AND WHEREAS said owners are desirous of protecting the above-described property by RESTRICTIVE COVENANTS.

NOW, THEREFORE, it is the desire of said owners and their intent that said property shall be conveyed hereafter subject to these RESTRICTIVE COVENANTS set forth below in order to enhance a more uniform development of the Lots therein, maintain to the extent possible the natural environment in which they are located, and to maintain the value thereof.

1. **LAND USE AND BUILDING TYPE:** No lots can be used except for residential purposes. Dwellings must have an attached private garage for at least three cars, or two cars if a side entry garage, unless otherwise approved by The Architectural Committee. Any buildings, barns, etc. that will house animals must be at least 30 feet from the rear of the home.

2. **ARCHITECTURAL CONTROL:** No building or structure shall be erected or altered on any Lot in the above-described real property until the following have been approved in writing by the Architectural Committee;

- A. Two sets of Preliminary and Final Construction Plans and Specifications with a copy signed by both buyer and seller to remain in the offices of the Developers. Including floor plans, exterior elevations, samples of proposed materials, roofing, siding, brick or stone, fascia and trim.
- B. Plot Plan showing the location of the proposed structure.
- C. Buildings shall be designed to preserve the natural beauty of the area. The exterior materials of the building shall consist of Twenty-five Percent (25%) Brick or Stone, with the remainder to be masonry products, unless otherwise approved by The Architectural Committee.

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- D. Roofing materials shall be Cedar Shake, Concrete, Claytile, or Architectural Grade Shingles.
- E. Aluminum will be allowed for Soffit, Fascia, and Gutters ONLY. No other aluminum siding will be allowed, unless otherwise approved by The Architectural Committee.
- F. The exterior colors shall be approved by the Architectural Committee in order to preserve the natural beauty of the area.

The Developers shall be substantially governed by the Building and Zoning Ordinances of Draper City; except where stricter provisions are deemed to be appropriate to maintain the quality and environment of the structure built on the property above described or where specific provisions of these Covenants are applicable.

3. **ARCHITECTURAL COMMITTEE:** The Architectural Control Committee is composed of John E. Holmes, John W. Holmes, Todd Cannon and Karl Andreason, or a Successor named by the Developers. All acts of the Committee shall require affirmative vote of the members of the committee. 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 its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the developers have sold lots 1 through 19 of Andrus Acres, the then record owners of a majority of the lots 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. Lots 11,12,&13 as owned by John Holmes Construction shall be exempted from architectural design approval, however, each lot shall remain bound by the covenants as described.

4. **APPROVAL OR DISAPPROVAL:** The committee's approval or disapproval as required in the covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction 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.

5. **DWELLING SIZE AND LOCATION OF THE LOTS:** All structures constructed on the property described herein shall be of good quality workmanship and materials.

**SIZE:**

Single Story: The main floor area of the primary structure for single story homes shall not be less than Eighteen Hundred (1800) square feet exclusive of open porches and garages, except as provided for hereafter;  
Two Story Homes: There shall not be less than Two Thousand Two Hundred (2200) square feet for Two Story homes, exclusive of open porches and garages, except as provided for hereafter.

**LOCATION:**

**Setback:** No structure shall be located on any Lot nearer to the front line or side line than the minimum building setback lines. In any event, no building shall be located on any Lot nearer than Forty Feet (40) to the front Lot line.

**Sidelines:** No structure shall be located any nearer than Twenty Feet (20) to any side property line, and no dwelling shall be located on any interior lot nearer than Twenty Feet (20) to the rear lot line.

6. **NUISANCES:** No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Animals or fowls shall be kept, housed or permitted to be kept or housed on any Lot or Lots in the property described as allowed by the applicable ordinances of Draper City. Any such animals or pets shall be kept under control at all times and maintained and controlled so as not to cause or threaten damage to the property or the peace and quiet of other residents. All Buildings for animals shall be at least Thirty Feet (30) from the rear of the dwelling. Animals will not be housed in front of the dwelling nor along either side of the dwelling.

All recreational vehicle parking must be approved by The Architectural Committee. Screened from street view by visual barrier 5' high minimum. RV parking shall not be allowed within the minimum front setbacks.

No home businesses except as allowed by Draper City ordinances may be conducted out of any residence in the subdivisions.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet advertising the property for sale (except the temporary construction signs).

7. **APPEARANCE, SANITATION AND FIRE HAZARD CONTROL:** No Lots shall have accumulated thereon any rubbish, trash or unsightly debris. All Lots shall be maintained free of weeds and other undesirable growth whether or not there is a structure on the Lot. Upon failure or neglect of any owner to remove such materials from his property within ten days (10) after written notice to remove has been mailed to him by The Architectural Committee, which may cause the same to be removed and the individual Lot owner will be responsible for the reasonable expenses of such removal.

Each residence shall strictly comply with all State Laws and City Ordinances pertaining to fire hazard control.

All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arrestors.

8. **TERMS:** The Covenants are to run with the land and shall be binding on all

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parties and all persons claiming under them for the period of Twenty Years (20) from the date these Covenants are recorded, and will be automatically renewed for successive Ten Year (10) periods unless changed by a vote of the majority of Land Owners.

9. ENFORCEMENT: Enforcement of the provisions contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

10. BUILDING PERMITS: A Building permit must be obtained no longer than 12 months after the property purchase, excluding lots 11,12,& 13.

11. LANDSCAPING: All areas which are not constructed on within the front setback shall be fully landscaped within 6 months of issuance of Certificate of Occupancy by Draper City, weather permitting. Landscaping shall consist of sod or ground cover, planting beds with annual and perennial growth, shrubbery and trees. Gravel or decorative rock are not permitted as ground cover. Each Lot shall contain a minimum of 4 trees, each of which to be a minimum of 1 1/2" Caliper.

In addition to remedies at law or in equity, The Architectural Committee may abate any nuisance or correct any violations hereunder and the individual Lot owner shall pay the reasonable expenses incurred therein, and no liability shall attach to The Architectural Committee acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances.

12. INVALIDATION: Invalidation of any one of these Covenants or any portion thereof by judgement or court order shall in no way affect any of the other provisions, the same shall remain in full force and effect.

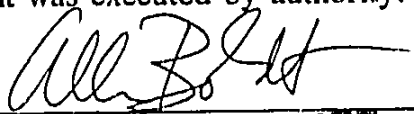
Dated this 25<sup>th</sup> day of March, 1994.

JOHN HOLMES CONSTRUCTION, INC.

By   
John E. Holmes, President

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

The foregoing instrument was acknowledged before me this 25 day of March, 1994 by John Holmes, the President of John Holmes Construction, Inc., who duly acknowledges to me that said instrument was executed by authority.

  
Notary Public  
ALLAN BOLDT  
645 West 500 South #113  
Bountiful, Utah 84010  
My Commission Expires  
August 10, 1997  
State of Utah

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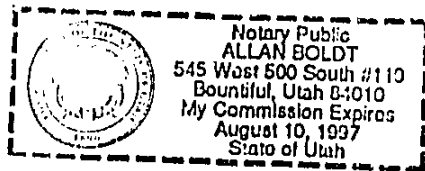
AERIE DEVELOPMENT GROUP, LLC

By: [Signature]  
Its: President

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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 1994 by Todd Conner the President of Aerie Development Group, LLC, who duly acknowledge to me that said instrument was executed by authority.

[Signature]  
NOTARY PUBLIC



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