

6134200

TO WHOM IT MAY CONCERN:

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND
CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS "HUNTINGTON
SUBDIVISION"

Entry No.
Recorded
Book Page
Dated

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as "HUNTINGTON", a Residential Subdivision;

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth;

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors, and assigns; however, notwithstanding the foregoing, in the event there is a disparity between these covenants and the ordinances and regulations of the governing municipality, the ordinances and regulations of the governing municipality shall take precedence.

PART B. AREA OF APPLICATION

B.1. FULLY-PROTECTED AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots 1 through 14, HUNTINGTON, a subdivision in Salt Lake County, Utah.

PART C. RESIDENTIAL AREA COVENANTS

C.1. LAND 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 one detached single-family. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein.

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08/03/95 2:18 PM ***NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMISSION CLERK
REC BY: B GRAY , DEPUTY

BK 7199 PG 1842

C.2. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except of those improvements for which a public authority or utility company is responsible.

C.3. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No automobile or other vehicle is to be parked on the street or front or side of any lot unless it is in running condition, properly licensed and regularly used. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste which items 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 is 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.

C.4. SLOPE AND DRAINAGE CONTROL. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established lot ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible. The Developer has installed a sub grade drainage system on the rear of each lot. Each homeowner shall be responsible for the continuous maintenance of this drainage system. It shall be the responsibility of the owner to see that his/her lot conforms with and continues to conform with any established Grading and Drainage Plan. that has previously been designed by the developer.

C.5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, shack, tent, garage, barn or other out-building shall be used on any lot at any time as a residence.

PART D. HOMEOWNERS ASSOCIATION

D.1. The Homeowners Association is composed of the then record owners of all of the lots comprised of the Huntington subdivision. The members of the Homeowners Association shall not be entitled to any compensation for services performed pursuant to this covenant, nor shall there be any fees assessed for membership in the homeowners association, except as such that are agreed to by two-thirds of the members of the association. Each owner is entitled to one vote for each lot owned in said protected area.

D.2. TERM. These covenants are to run with the land permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part,

D.3. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

D.4. 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.

D.5. AMENDMENTS. These covenants may be amended upon written approval of at least two thirds of the owners of the lots within the protected area. Any amendment approval shall be reduced to writing, signed, and recorded.

D.6. EXECUTION. The Homeowners Association Executive Board shall be composed of Michael M. Brodsky and Gordon Etter. A majority of the Executive Board may designate a representative to act for it. In the event of death or resignation of any member of the Executive Board, the remaining members shall have full authority to designate a successor. Within thirty days of such time as at least 8 of the fourteen homes in the subdivision have been constructed and occupied, the Executive Board shall be required to convene a meeting of the Members of the Homeowners Association. At that meeting a new Executive Board will be elected by the Members.

Huntington, A Utah Limited Liability Corporation

BY 

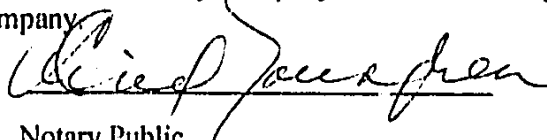
Hamlet Development Corporation

Michael M. Brodsky, President

Its Managing Member

STATE OF UTAH
COUNTY OF SALT LAKE

On this 17th of July 1995 personally appeared before me Michael M. Brodsky who being by me duly sworn did say that he is the of Hamlet Development Corporation, the Managing Member of Huntington, A Utah Limited Liability Company, and that the foregoing instrument was signed in behalf of said Company.

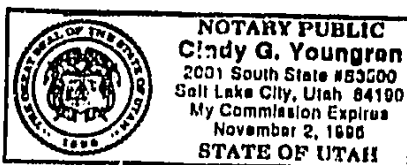

Notary Public

My commission expires:

Residing in:

SLC, ut.

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