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DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: This declaration is made this 6th day of September, 1995, by Trade West Development Corporation, a Utah Corporation. THAT, WHEREAS, the undersigned, the owners of the following described real property located in the City of Magna, Salt Lake County, lots 101 to 124 inclusive, Evergreen Farms phase I, according to the plat thereof, as recorded in the office of the County Recorder of said County, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations.

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 the one single-family dwelling not to exceed two stories in height and private garages for not more than four vehicles, unless otherwise approved by a majority of lot owners. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

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 have been approved by the Architectural Control Committee as to quality of workmanship and materials and as to location with respect to topography, design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building set back line unless similarly approved.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$ 75,000 including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet. Two story structures shall have a minimum of 1400 square feet.

4. Building Location

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

(b) No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. No dwelling shall be located nearer than 10 feet to any oblique lot line with a combined

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minimum total of 20 feet.

A one-foot minimum side yard shall be permitted for a garage or other City approved accessory building located within the guidelines of the City of Salt Lake County.

(c) 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 any building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the front building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front and/or rear 12 feet of each lot. Within these easements, no structure 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 drainage 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 for those improvements for which public authority or utility company 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 clothes drying or storage of any article which is unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or fronts, or sides of lots unless they are in running condition, properly licensed and are being regularly used.

8. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent only, or signs used by a builder to advertise the property during the construction and sales period. Signs denoting or causing any offensive idea or feeling are explicitly prohibited.

10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are restricted to the owner's premises or on a leash under the handler's control. Whales are not allowed.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in a sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

12. Sight Distance at Intersection. No fence, wall or shrub planting which obstructs sight lines at elevations between 1 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such a sight line.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

15. 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 slope 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 drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

16. Architectural Control Committee. A majority of the committee may designate a representative to act for it. In the event of resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor.

Neither the members of the committee, nor its designated representative shall be entitled to any compensation for its services performed pursuant to this covenant. At any time, 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. The Architectural Control Committee is composed of Gregory L. Hansen and Jerard H. Dinkelman. The Committee's approval or disapproval within 30 days after 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.

17. Term. 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 forty years from the date these covenants are recorded, after this time, said covenants shall automatically extend for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. Enforcement. Enforcement shall be by the proceedings at law or in equity against person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

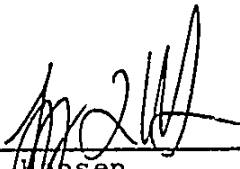
20. Mountain Fuel. Right-of-Way Requirements.

- A) Above ground structures and buildings that interfere with the construction, maintenance or repair of the pipeline are prohibited within the Mountain Fuel right-of-way. This includes brick, concrete or block fences.
- B) Wooden and/or chain link fences are not permitted on the right-of-way unless:
  - a) They cross the right-of-way at an angle that is not less than 30° to the pipeline and they follow the property line.
  - b) A full 36" gate is installed in each fence crossing for patrol and maintenance access.
- C) Landscaped areas are permitted within the right-of-way and over the pipeline as long as Mountain Fuel is notified of development plans and approves all proposed work prior to construction. Trees are not permitted within the right-of-way. Placement of lawn and agricultural crops within the right-of-way does not require approval. A listing of acceptable plants is found in the back of right-of-way

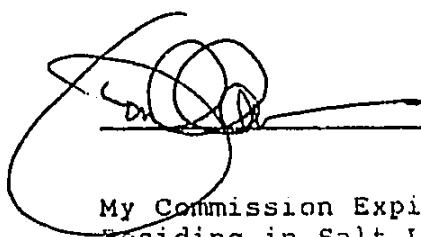
brochure.

- D) Concrete and/or asphalt are not permitted within the right-of-way without prior written consent of Mountain Fuel. Driveways will be allowed for access.
- E) Other utilities may be installed within the right-of-way with permission from Mountain Fuel. Such utilities must maintain a minimum of 3 feet parallel clearance (5 feet preferred.) These clearances must conform to existing state and federal regulations.
- F) A minimum clearance of 12 inches must be maintained at the crossing point between other utilities and the pipeline.
- G) A minimum of 3 feet, but not more than 6 feet for high-pressure and 4 feet for intermediate-high-pressure pipelines, of cover must be maintained over the pipeline at all times unless easement or state or federal regulations require more cover. The ground contour cannot be changed within the right-of-way of these depths are violated.
- H) Notification must be sent to Mountain Fuel in the event of construction of excavation within the right-of-way or excavation within the right-of-way or near the pipeline. Please call or write:  
General Foreman, Construction & Maintenance  
Mountain Fuel Supply Company  
P.O. Box 45360  
Salt Lake City, UT 84145-0360  
(801)534-5555
- I) Any questions regarding the use of the right-of-way of requests for exceptions must be directed to:  
Right-Of-Way and property Department  
Mountain Fuel Supply Company  
P.O. Box 45360  
Salt Lake City, UT 84145-0360  
(801)534-5555

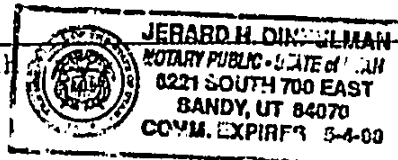
TRADE WEST DEVELOPMENT CORPORATION

By   
Gregory L. Hansen,  
President

On the 11 day of Sept, 1995 personally appeared before me, Gregory L. Hansen who being by me duly sworn did say, that he, the said Gregory L. Hansen is the President of Trade West Development Corporation and that within and foregoing instrument was signed in behalf of the said corporation by authority of a resolution of its board of directors and said Gregory L. Hansen duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

  
Notary Public

My Commission Expires: \_\_\_\_\_  
Residing in Salt Lake City, Utah



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09/19/95 11:15 AM 44-00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
REC BY: T TAFAYA DEPUTY - WI

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