

**DECLARATION OF BUILDING AND USE RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

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**THAT, WHEREAS,** the undersigned, being the owners of the following described real property located in the City of Draper, Salt Lake, County, State of Utah, to wit: Lots 101 to 122 and Lots 201 to 205 inclusive, Rawlins Lane Subdivision Phases 1 & 2; 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 conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

**I. LAND USE AND BUILDING TYPE**

All lots shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lots other than one detached single family dwelling, the plans for which shall be approved in advance by the Community Development Committee herein after referred to as the (CDC).

**II. ARCHITECTURAL CONTROL**

No building or structure shall be erected or altered on any lot in the above described real property until the construction plans and specifications and a plot plan showing the location of the proposed structure have been approved by the CDC as to size, height, quality, materials, harmony of design of the proposed structure to the locale and as to the location of the proposed structure. A private garage for at least two cars is required for each home. The use of carports is not permitted, and the use of any fences must have the specific prior approval of the CDC. Buildings shall be designed to preserve the natural beauty of the area. Only those exterior materials which will blend harmoniously into the natural environment shall be permitted and must be approved by the CDC. No aluminum siding other than fascia and soffit is allowed on the exterior of the home. Roofing materials on structures shall be at least 25 year life material.

**III. COMMUNITY DEVELOPMENT COMMITTEE**

The Community Development Committee shall initially be composed of Quinn Mortensen and Gary Hansen who shall serve for a term of 1 year. In the event the lot owners wish to continue the CDC beyond 1 year 3 committeemen shall be elected by a majority of the persons owning lots in the subdivision, with each lot owner to have one vote per committee member. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. When comprised of owners of lots, the terms of the committeemen shall be for the term of one (1) year or until a successor is duly elected and qualified.

**IV. COMMUNITY DEVELOPMENT COMMITTEE PROCEDURE**

The community Development Committee's approval or disapproval as required in these covenants

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shall be in writing. Plans and specifications, including exterior color and material proposals, shall be submitted to the committee in triplicate. Two approved sets shall be returned to the lot owner, one for his records and one for the city of Draper. Draper City will require 1 approved set prior to issuing a building permit. In the event the committee or its designated representative fails to approve or disapprove the proposed construction or action within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been duly complied with.

#### V. DWELLING QUALITY AND SIZE

All structures constructed on the property described herein shall be of good quality workmanship and materials. The main floor area of the primary structure shall be not less than:

- A. Rambler --- 950 square feet main level.
- B. Multi Level or 1 1/2 level -- 1250 square feet finished on main, upper and 3rd level. Basement or 4th level not included.
- C. Two Story -- 1300 square feet finished on main and upper level.

These square foot requirements are exclusive of open porches and garages except as provided for hereafter. Deviations from this area requirement can only be made upon written approval, in advance, from the CDC, upon a showing of an extraordinary increase in quality of a unit with less than the required square footage to warrant reduction from the minimum area requirement.

#### VI. 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.

No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in the subdivision except 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 the other residents.

All recreational vehicles shall be parked behind the home and screened from view. Non functional vehicles shall not be stored, or major repairs performed, on the street nor in driveways in front of the residence. Failure to comply with the provisions hereof shall constitute a nuisance.

#### VII. APPEARANCE and SANITATION CONTROL.

**LANDSCAPING** The front yard and side yards must be landscaped as soon as practical following completion, but in no event later than 9 months following occupancy. Front yards shall have a minimum of two (2) trees, five (5) bushes, and lawn. All landscaped areas must

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have a permanent underground automatic sprinkler system.

No lots shall have accumulated or stored thereon any rubbish, weeds, vehicles, trash or unsightly debris. Weeds shall be controlled on lots in accordance with Draper City regulations.

Upon failure or neglect of any owner to remove such materials or weeds or landscape his property within 30 days after written notice to correct the default has been mailed to him by the CDC, the Committee may cause the same to be corrected and the individual lot owner will be responsible for the reasonable expenses of incurred by the Committee.

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

#### VII. FENCES AND SCREENS, ANTENNAS

Side yard fences shall be limited to extending from the rear lot line forward to a point that is even with the back of the home. No fences will be permitted between the homes or in the front yards. No fences or screen shall be erected so as to constitute a traffic hazard, particularly near driveways and street intersections. Fences shall be constructed of generally accepted new high quality materials and workmanship and are subject to CDC prior written approval. Chain link fences are not permitted. Fences shall be kept in good repair.

No exterior antenna or satellite dish shall be installed or maintained on any lot except of a height, size, location and type approved by the CDC. No activity shall be conducted within the Property which interferes with television or radio reception on surrounding lots.

#### VIII. AMENDMENTS

These covenants may be amended or renewed upon written approval of at least seventy-five percent (75%) of the owners of lots within the subdivision. Each owner is entitled to one vote for each lot owned in the subdivision.

#### IX. TERMS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the period of fifty (50) years from the date these covenants are recorded. They may be renewed thereafter pursuant to the provisions of paragraph VIII above.

#### X. 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. In addition to remedies at law or in equity, the CDC may abate any nuisance or correct any violation hereunder and the individual lot owner shall pay the reasonable expenses incurred therein, and no liability shall attach to the CDC or its representatives in acting pursuant to the provisions of these covenants and enforcing the terms

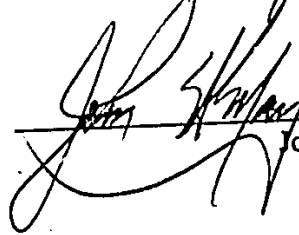
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thereof, including abatement of nuisances.

**XI. INVALIDATION**

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

DATED: 5/10/96

  
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John H. May

05/10/96 3:37 PM 6354171 41.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
JOHN MAY  
1810 YARROW CIR BOUNTIFUL UT  
84010  
REC BY:V ASHBY ,DEPUTY - WI

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