

MAY 17, 1996

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

6459236

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 UNION WOODS SUBDIVISION, containing 68 lots.

It is the owner's desire to restrict the use to which the above-described property is put, and for this purpose, executes these covenants and building restrictions.

NOW, THEREFORE, all of the lots shown on the subdivision plat of Union Woods Subdivision are held and shall be conveyed subject to the restrictions and covenants herein set forth, and all persons and corporations who hereafter own or have any interest in any lot in said Subdivision shall take and hold the same subject to this agreement.

ARCHITECTURE: No dwelling shall be constructed or altered unless it meets the following requirements:

1. Only single family dwellings are allowed.
2. Height of any dwelling shall not exceed two stories above ground.
3. Each dwelling shall have a private garage for not less than two automobiles.
4. Rambler homes shall have a minimum of 1275 finished square feet above ground level.
5. Two story homes shall have a minimum of 1500 square feet above ground level.
6. Multi-level or split-level homes shall have a minimum of 1275 finished square feet above the lowest basement level.
7. Square footage of any style is exclusive of: garages, porches, veranda, patios, porches and steps.
8. Exterior materials may include any combination of brick, stone, rock or maintenance-free stucco or maintenance-free aluminum or vinyl siding, except on the front of each home.
9. On the front of each home, maintenance-free aluminum or vinyl siding will only be allowed for fascia or trim. The balance of the front elevation may include any combination of brick, stone or rock, or maintenance-free stucco.

09/19/96 2:42 PM 6459236 86.00
RECORDER, SALT LAKE COUNTY, UTAH
NANCY WORKMAN
SMITH BRUBAKER
2231 E 4800 S STE.200
SLC, UT 84117
REC BY: B GRAY , DEPUTY

31/492P61587

10. Any detached accessory building must conform in design and materials with the primary residential dwelling.

11. All front yards of lots shall be fully landscaped within one year of the municipality's final building inspection. Landscaping and all grading and drainage shall be designed in such a way to control water run-off so that any lot within the subdivision will not be adversely affected by another. Furthermore, the grades established by the owner or developer will not be altered unless authorized by the Architectural Control Committee.

13. No fence or similar structure shall be built in any front yard or a dwelling to a height in excess of three and one-half feet. Nor shall any fence or similar structure be built in any side or rear yard in excess of six feet. Chain link fencing shall not be allowed. Natural wood fencing or white vinyl fencing is allowed. Any fencing or similar structure using other materials requires approval by the Architectural Control Committee.

USES:

1. **Private Residence:** No lot shall be used except for residential purposes and all residents shall be obligated by the following requirements: no temporary structure including trailers, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time. No home shall be rented on a seasonal basis.

2. **Parking and Storage:** No inoperative automobile shall remain on any lot or adjacent street for more than 48 hours. No commercial-type vehicles or trailers shall be parked or stored on any lot or adjacent street for any time, except while being loaded or unloaded. Any boats or recreational vehicles must be parked or stored behind the front yard set back in a covered area screened from the street view.

3. **Maintenance:** All lots and homes shall be kept in good repair and maintenance by the owner in a clean, safe and attractive condition.

4. **Garbage and refuse disposal:** No lot shall be used as a dumping ground. All trash, garbage or other waste shall be kept in a sanitary container.

5. **Satellite Dishes and TV Antennae:** Satellite dishes shall be positioned so that they are screened from street view. TV antennas shall not be placed on any roof and must be screened from street view.

6. **Animals:** The keeping of animals other than those ordinarily kept as family pets shall be forbidden. The total number of family pets shall be limited to three.

7. **Signs:** No signs, billboards or advertising structures may be built or displayed on any lot except for a single sign with maximum size of three by three for the specific purpose of

advertising the sale of a home. Please note this requirement does not relate to the initial developer or homebuilder of the subdivision or assigns of the developer.

NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

PRELIMINARY DRAWINGS: Architectural Control Committee may require, as a minimum, the following:

1. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the home.
4. One major section through house.
5. A perspective (optional).
6. Specifications of all outside materials to be used on the exterior of the residence.

WORKING DRAWINGS: Working drawings are to be filed for approval and accepted before construction is begun. The Architectural Control Committee may require, as a minimum, the following:

1. Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.

5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used. Supplement those with a notation of the colors of all materials to be used on the exterior of the residence.

ARCHITECTURAL CONTROL COMMITTEE

The initial Architectural Control Committee will be made up of H. Ernie Smith, Clark D. Ivory and Christopher P. Gamvroulas.

Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural Control Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy.

At such time that all lots owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer and his assigns shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a 2/3 majority vote of the then current property owners within the described property.

GENERAL PROVISIONS:

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.

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.

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

AMENDMENTS: These covenants may be amended or renewed upon written approval of at least two-thirds of the owners of the lots within the subdivision. Each owner is entitled to one vote for each lot owned in said subdivision.

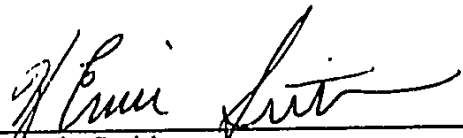
COMPLIANCE: These covenants have been written to comply with the requirements of Bountiful City. Any requirements or covenants that may run contrary to Bountiful City zoning and building requirements shall not be enforced.

IN WITNESS WHEREOF, the undersigned Owners have executed this instrument this 17th day of May, 1996.


UNION WOODS



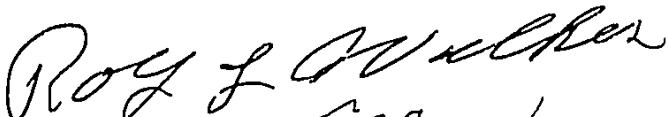
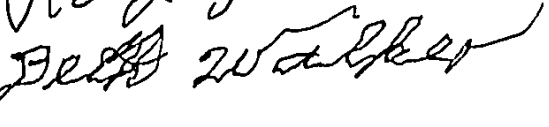
Scott M. Brubaker

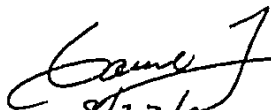


H. Ernie Smith



CLARK D. IVORY

Notarized by 
8/23/96

