

When Recorded, Mail to:
Guardian Title C.O. Fred, (File #154519)
6975 Union Park Center
Midvale, Utah 84047

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12/18/98 09:13 AM 40.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
12441 S 900 E
DRAPER, UT 84020
REC BY: R JORDAN DEPUTY - WI

DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owners of the following described real property located in

ALL Lots in Alan Point Subdivision according to the plat thereof as recorded in
The office of the County Recorder of Salt Lake 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:

1. These building and use restrictions are to become and be attached to the Warrantee Deed of each and every lot at the time a lot is sold and recorded in the office of the County recorder of said county.
2. Land use and Building Type. No lot shall be used except for residential purposes. Lots east of Alan Point Drive are permitted to have large animals according to standard Draper City large animal restriction and zoning ordinances. These lots are more clearly defined as lots 1-10, and 20-22 inclusive. Other buildings on the above mentioned lots shall be permitted for the purpose of housing large animals and be in compliance with all Draper City Building, Agricultural and Animal control restrictions. Round pens, corrals, barrel & pole courses are allowed, whereas they comply with section Nuisances. Lots west of Alan point drive more specifically defined, as lots 11-19 inclusive are not allowed to have, place or to corral large animals. These lots all have defined wetlands on them. Lots 12-15 have a wetland corridor in approximately the middle of the lot and a section of uplands at the Far West end of the lot. Use of this area has the same restrictions as to large animals even though it is not wetlands. Any use on them must comply with the subdivision use and restrictions and may also require a conditional use permit from Draper City for other uses.
3. Wetlands. All wetlands will be defined by a low split rail fence provided and installed by the developers but maintained by the individual lot owners, on the east side of the wetlands as they go through lots 11-19 inclusive, and on the west side of the wetlands as they go through lots 12-15 inclusive. The wetlands are a non-disturbance zone; any property owner or other person shall do no cultivation, grazing, hunting, building, burning or any other activity that would disturb the natural effects of this zone. Property owners are allowed to walk on and across the wetlands to access their property to the west. No vehicle motorized or other is allowed across the wetlands. No trail can be constructed or allowed across the wetlands unless a permit is obtained from the U.S. Army Corps of Engineers.
4. Dwelling Quality and Size. No dwelling shall be permitted on any lot that is less than 1800 square feet on the main floor for a single story dwelling with no less than 1800 square feet of basement, nor less than 2000 finished square feet for a two story dwelling with no less than 1200

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square feet of basement. Each dwelling shall have a minimum of an attached two-car garage. All finished areas of minimum square footage are not to include main floor open porches and or garage area.

(a) 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.

(b) All dwelling exteriors, including garages shall be built with brick, stucco or stone veneer, or stucco with brick or stone veneer trim.

(c) All dwellings shall comply with all applicable set backs as set forth by Draper City zoning and ordinances.

(d) Detached garages are allowed and need to comply with the same exterior regulations as the main dwelling unit.

(e) Stables or barns to house the large animals allowed on lots 1-10 and 20-22 inclusive do not have to comply to the exterior requirements of 4 B and D but need to be of a quality that will not detract from the general subdivision and comply with paragraph 4(a).

5. Easement. 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 material shall be placed or permitted to remain which may damage or interfere with the installation and or maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements or wetlands, or which may obstruct or retard the flow of water through 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 for those improvements for which a public authority or utility company is responsible.

6. Trail use and Maintenance. No person or owner shall alter, block or disrupt the soft trail that exists along the eastern side of Alan Point Drive, the west side of 700 west or the north side of Lot#11. This trail is intended for public use by horses, walkers, hikers, and bicyclers. Property owners of lots 9,10,20 & 21 will be allowed to build a standard double wide driveway not to exceed 18' across, to access their property across the soft trail with a normal concrete driveway and approach to access Alan Point drive. Lots 2,3 & 8 have to access their property from Alan Point Circle and will not be allowed to disturb the trail with any hard surface material to Alan Point Drive. Lot 21 will not be allowed to access 700 west and disturb the soft trail on the west side of 700 west. Lot 22 will be allowed to build a standard double wide driveway not to exceed 18' across to access their property across the soft trail with a normal concrete driveway and approach to access 700 west. Each property owner will be responsible to keep growth between edge of curb and fence line on the edge of the easement, mowed down, litter free, and in basic good condition. Draper City will be responsible for maintenance of the trail along the north side of lot #11.

7. Fencing. A three foot high, two rail, split rail fence will border the east and west boundaries of the wetlands. This fence determines the east and west boundaries of the wetlands (the non-disturbance zone). The developers will install the fence, and the maintenance of said fence will be the responsibility of the property owner where the fence is on their property. Maintenance includes but is not limited to repairing damaged posts or rails but also to keep a clear, natural colored stain on the fence. No other color is allowed on the 2 rail, split rail fence. Any other fencing that runs perpendicular to the 2 rail, split rail fence will be at owners expense and can be a maximum of 6' high, white vinyl, and will have to taper from 3' high at the point it joins the split rail fence to the maximum height of 6' high at a point 10' back from the split rail fence. There will be a 6' high chain link fence along the northern border of lots 4-10, placed by the Developers. It will be the responsibility of the property owners of lots 4-10 to maintain this fence. There will be a 2 rail, 3' high white vinyl fence along the eastern edge of the soft trail, (lots 10,9,8,3,2,20&21) that runs along Alan Point Drive placed by the Developers. It will be the property owners of said lots responsibility to maintain this fence. There will also be a 4 rail, 5' high white vinyl fence along the southern border of Alan Point Subdivision from 700 west running west to the eastern edge of the wetlands, at which point a 5' high field fence with 2 strands of barbed wire and treated fence posts will continue west to the west end (southwest corner) of Alan Point Subdivision. Developers will also place this fence. Maintenance of this fence will be the responsibility of the property owners that abut this fence. The maintenance of all other fencing within the subdivision will be the responsibility of the property owners. The only allowable type of fence will be 6' high white vinyl; choice of pattern or rails is left up to the property owners.

8. 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 automobiles, trailer, boats or other vehicles are to be stored on streets on front and side lots unless they are in running condition, properly licensed and are being regularly used.

9. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except on professional signs of not more than one square foot, one sign of no more than five square feet advertising the property for sale or rent, or signs not more than 32 square feet used by a builder to advertise the property during the construction and sales period. Signs used by the developer to advertise sales or building are exempt from # 9 but must comply with Draper City ordinances.

11. Livestock and Poultry. Housing large animals is allowed east of Alan Point Drive. Housing of large animals is prohibited west of Alan Point Drive by mention in these Building and Use Restrictions and also by a conditional use placed upon the zoning of Alan Point Subdivision by Draper City.

12. 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 sanitary containers. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

13. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 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 points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Oil and mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, not shall oil wells, tank, 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 be erected, maintained or permitted upon any lot.

15. Landscaping and Improvements. Trees, lawns, shrubs or other plantings if provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense. Curbs, gutters, catch basins, bubble up boxes, sidewalks, soft trail fencing, and any other improvement provided by the developer shall be properly maintained or replaced by the property owner/builder if damaged. All improvements especially curb gutters and sidewalks will be monitored closely by the builder/lot owner at their expense and to Draper City Standards.

16. Slope and Drainage Control. Alan Point Subdivision is located in a closely monitored drainage region. Drainage is engineered to water the wetlands, be naturally filtered through the soils and finally run into the canal at the far west of the subdivision. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken either during home construction or other 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 these improvements for which a public authority or utility company is responsible.

GENERAL PROVISIONS

1. 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 which time said covenants shall be automatically extended 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.

2. Enforcement. Enforcement 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 to recover

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damages.

3. Severability. Invalidation on modification of any 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.

J&S LAND COMPANY, L.L.C.

Jeffrey D. Christiansen
Jeffrey D. Christiansen
Member/Partner

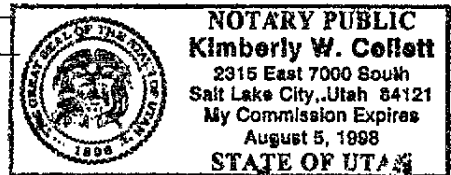
Steven D. Neilson
Steven D. Neilson
Member/ Partner

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 8 day of May, 1998, personally appeared before me Jeffrey D. Christiansen, member/partner and Steven D. Neilson, member/partner, who being duly sworn did say that they are member/partners of J & S LAND COMPANY, L.L.C., and that said instrument was signed in behalf of said limited liability company by authority, and said Jeffrey D. Christiansen and Steven D. Neilson acknowledged to me that they, as such member, executed the same in the name of the limited liability company.

Kimberly W. Collett
Notary Public

Commission Expires: August 5, 1998
Residing at: 2315 E 7000 South



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