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When Recorded, Mail to:

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11/26/1999 04:32 PM 29.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
REN HUXTABLE  
7768 S 3500 E  
SLC UT 84121  
BY: ZJM, DEPUTY - WI 9 P.

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Declaration of  
Covenants, Conditions and Restrictions of  
Clarendon Woods

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**Declaration of  
Covenants, Conditions and Restrictions of  
Clarendon Woods**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this \_\_\_\_ day of August, 1999, by KEN HUXTABLE and MICHELLE HUXTABLE (hereinafter referred to as "DECLARANT").

A. Declarant is the record owner of a certain parcel of real property located in Salt Lake County, Utah, more particularly described on Exhibit "A" attached hereto (the "Property"). Declarant desires to develop the Property as a subdivision (the "Project").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment and improvement of the Project.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitudes, restrictions, limitations, conditions and uses to which the Property may be put.

1. DEFINITIONS.

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:

1.1 Declarant shall mean and refer to Ken Huxtable and Michelle Huxtable; any successors to or grantees of such company who, either by operation of the law or through a voluntary conveyance, transfer, or assignment, come to stand in the same relation to the Project, as the original Declarant.

1.2 Declaration shall mean and refer to this instrument as amended from time to time.

1.3 Dwelling shall mean and refer to a residential dwelling unit together with a garage located on a Lot within the Project.

1.4 Lot shall mean and refer to those single family residential building lots identified and referred to in this Declaration and on the Map.

1.5 Map shall mean and refer to the subdivision plat entitled "**Clarendon Woods Subdivision**", filed in the office of the Salt Lake County Recorder, as the same may be amended from time to time.

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1.6 Owner shall mean the person or entity holding a record fee simple ownership interest in a Lot or Dwelling, including Declarant and purchasers under installment contracts. Owner shall not include persons or entities who hold an interest in a Lot or Dwelling merely as security for the performance of an obligation.

1.7 Project shall mean the real property described on Exhibit "A", together with all improvements thereon.

1.8 County means Salt Lake County, Utah.

1.9 Accessory building shall mean any structure on a lot other than the Dwelling.

## 2. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Lot created on the Property and shall be intended to create a mutual equitable servitude on each Lot in favor of every other Lot, to create reciprocal rights and obligations between the owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

## 3. PERSONS BOUND.

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Lot or Dwelling in the Project shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

## 4. LAND USE AND BUILDING TYPE.

4.1 No Lot shall be used except for single family residential use.

4.2 No building shall be erected, altered or permitted to remain on any Lot other than one single family Dwelling and a private garage (either attached or as an Accessory Building) for not less than three (3) vehicles.

4.3 No building shall be used, rented or leased for commercial purposes, except for a temporary sales office to be maintained by Declarant for the purpose of selling and marketing the Lots or Dwellings thereon.

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4.4 Construction must be begun within three months of the purchase of lot from Declarant.

4.5 Any construction must preserve as many trees as possible.

4.6 Homes to be constructed must contain a minimum of the following characteristics:

a A minimum of 3,000 square feet for a rambler style home, or 4,500 square feet for two story above ground home with finished or unfinished basements. The garage area shall not be countered towards the square footage set forth herein.

b. There shall be a minimum of a three car garage, attached or detached.

c. Any exterior shed or storage unit must match the exterior of the home. The exterior of the home shall have traditional, French or European, exterior slate roof, tile or shake.

d. There shall only be large soffits and fascia of a minimum of 12 inches with decorative crown on all exteriors.

e. All windows must be wood.

f. All exterior front doors must be eight feet in height and must be a custom eight foot door system.

g. Exterior walls must be of rock and stucco or brick and stucco. Of this combination, 60% of the front must be rock or brick.

h. Garage doors cannot face Clarendon Place.

i. There shall be no aluminum window wells. Any window wells must be cement and rock casting only, or rock.

j. All interior ceilings on the main floor must have a minimum height of ten feet. Ceiling heights in basements must be a minimum height of nine feet. Second level ceilings must also be a minimum height of nine feet.

k. All exterior lighting packages must be approved by developer.

l. Each home must contain a minimum of two fireplaces.

m. All interior doors on main level must be eight feet in height.

n. No home may contain linoleum, Formica, or aluminum blinds.

o. Landscaping must be completed at the time of construction of the home. No home may be occupied prior to the landscaping being completed.

p. Each lot must have wrought iron fencing along interior lot lines to secure an open feel in the circle, or may use landscaping to achieve privacy. However, no chain link fence, brick cement, wood or other material may be used, other than wrought iron fencing.

q. Landscaping and placing of home to be approved by developer.

r. No building may be constructed on the home until the plans for the home have been approved by the developer.

s. No boat storage or recreational vehicle storage is permitted in the subdivision if it is visible from Clarendon Place.

t. No fountains or statues shall be permitted in front of a home.

Only homes whose plans meet all of the provisions of this Declaration and which obtains the prior written approval of the Declarant may be built in the Project.

4.7 Construction shall not commence until plans are approved in writing by the Declarant. Owner must present detailed construction plans as well as a site plan and a landscaping plan. Declarant shall either approve or disapprove any plan within 30 days of receipt by Declarant. All construction must at a minimum be in accordance with the Uniform Building Code and any or all applicable City or County Codes in use at the time of construction, as well as this Declaration.

## 5. NUISANCES AND RELATED MATTERS.

5.1 No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

5.2 No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets are not kept, bred or maintained for any commercial purpose, are restricted to the owner's control, and do not create a nuisance. "Control" for the above purpose shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the premises of the owner. Fierce, dangerous or vicious animals shall not be permitted.

5.3 All vehicles (including but not limited to, passenger cars, light trucks, recreational vehicles, boats, snowmobiles, motorhomes and trailers) shall be parked within a garage or on a driveway. No boat storage or recreational vehicle storage is permitted in the

subdivision if it is visible from Clarendon Circle. All vehicles exposed to view from the front of the house, any other lot, any street or road, shall be maintained in running condition, properly licensed and shall be regularly used. No commercial step van or larger vehicle shall be stored or parked on any lot or street except during actual use in construction on a lot or maintenance for the subdivision. Outdoor parking or storage of vehicles that do not have a current license is not permitted. No commercial vehicle, camping trailer, recreational vehicle, snow machine, boat, or similar vehicle shall be parked outdoors overnight on a residential lot, except where it is effectively screened from public view by location on the lot or a landscaped screen or buffer. Such vehicles may also be garaged on the lot, or stored elsewhere.

5.4 No metals, bulk materials, scrap, trash, refuse, equipment of other unsightly articles shall be permitted to remain on a Lot so as to be visible from an other Lot. Trash receptacles need to be enclosed or in hidden areas not visible from the front or side yard.

5.5 Except for signs displayed by the Declarant for the sale of Lots or Dwelling, no signs other than name plates shall be displayed to the public view on any Lot, except one sign for sale of the Lot or Dwelling. All signs shall comply with relevant governmental ordinances and regulations.

5.6 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any Lot.

5.7 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

5.8 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot. Provided, however, that television antennas may be placed on roofs and satellite dishes may be placed in the back yard of a lot, if visually screened from the street and adjoining lots. Small satellite dishes may be installed on roof.

5.9 An Owner shall not, by deed, plat or otherwise, subdivide tracts or parcels smaller than the whole Lot as shown on the Map, nor shall any Owner cause, suffer or permit the fee ownership of his or her Lot or Dwelling to be separated or divided into annually recurring time share units or time share units of any other duration, form or kind whatsoever.

5.10 No lot Owner or occupant of a lot may conduct a yard sale on any lot more than four (4) days per calendar year.

5.11 All sewage must be disposed of through public systems. No individual septic tank system shall be permitted.

6. EASEMENTS.

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Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the convenience of the Owners of Lots, as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements. If no such easements or rights of way are shown on the Plat, they shall nevertheless exist within the setbacks required by county and city ordinance.

7. SET BACKS.

All Dwellings shall be set back from any street, side lot and back lot lines in accordance with Utah County requirements, and any requirements of the City.

8. AMENDMENT.

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote or approval and consent of Owners who own three-quarters (3/4) or more of the Lots in the Project. Notwithstanding any other provision contained herein, no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant. Notwithstanding the foregoing, the Declarant may amend this Declaration without any other Owner's consent for the earlier of a) five (5) years from the date of recording of the Declaration, or b) when Declarant has sold all of the lots which are the subject of this subdivision.

9. ACCEPTANCE OF RESTRICTIONS.

By acceptance of contracts or deeds for a Lot or Lots or any portion thereof, all purchasers of Lots shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements in this Declaration and shall be bound thereby.

10. NO WAIVER.

The failure of the Owner or the Declarant to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect.

11. SEVERABILITY.

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**EXHIBIT "A"**

Located in Salt Lake County, State of Utah

F:\LAWAYNE\RICK\CLARENDE.DEC

FILED AS RECEIVED  
CO. RECORDER

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The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

12. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

13. LAW CONTROLLING.

This Declaration and the Map shall be construed under and controlled by the laws of the State of Utah.

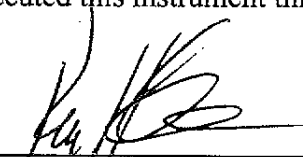
14. EFFECTIVE DATE.

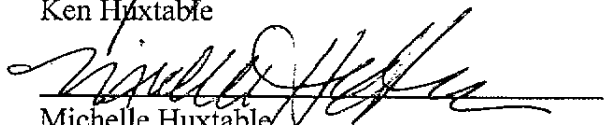
This Declaration shall take effect when recorded.

15. COVENANTS.

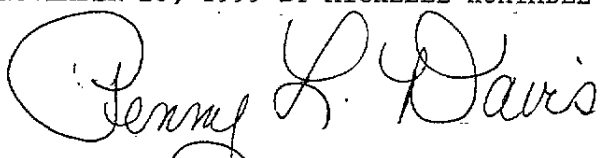
These Covenants are to run with the land and shall be binding on all Owners of Lots within the subdivision and on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded; thereafter, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a three-quarters (3/4) majority of the then Owners of the Lots has been recorded, agreeing to change the covenants in whole or in part.

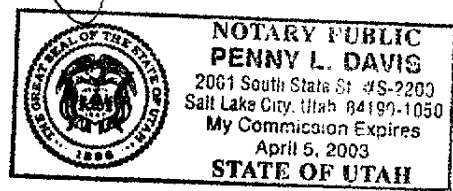
IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_ day of August, 1999.

  
\_\_\_\_\_  
Ken Huxtable

  
\_\_\_\_\_  
Michelle Huxtable

SIGNED AND SWORN BEFORE ME ON NOVEMBER 26, 1999 BY MICHELLE HUXTABLE AND KEN HUXTABLE.

  
\_\_\_\_\_  
PENNY L. DAVIS



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