

7578123

WHEN RECORDED MAIL TO:

*James R. Blakesley*  
2595 East 3300 South  
Salt Lake City, Utah 84109

7578123  
02/18/2000 11:16 AM 20.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R BLAKESLEY  
2595 E 3300 S 3RD FLOOR  
SLC UT 84109  
BY: ADB, DEPUTY - WI 6 P.

### RESTRICTIVE COVENANTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the HARVEL PARK HOMEOWNERS ASSOCIATION, of 7857 Harvel Drive, Sandy, Utah 84070 (the "Association") hereby enters into this mutual agreement with IVORY HOMES, a Utah limited partnership, of 970 Woodoak Lane, Midvale, Utah 84047, a Utah limited partnership ("Ivory Homes") on terms and conditions set forth herein.

### RECITALS:

- A. The HARVEL PARK CONDOMINIUM PROJECT is located in Salt Lake County, Utah ("HARVEL PARK").
- B. HARVEL PARK and the Grantor are governed by a DECLARATION OF CONDOMINIUM FOR HARVEL PARK recorded in the office of the County Recorder of Salt Lake County, Utah (the "Declaration").
- C. The Association is an association of all of the unit owners at HARVEL PARK acting as a group in accordance with the Declaration.
- D. The Association is duly constituted organization representing all of the owners of condominium units at HARVEL PARK and is acting on behalf of all of said owners.
- E. The Association is managed by a Board of Trustees.
- F. The Association is obligated by the Declaration to operate, manage and control the Common Areas and Facilities at HARVEL PARK.
- G. That certain real estate located in Salt Lake County, Utah, approximately forty-five (45') feet, highlighted on Exhibit "A" attached hereto and incorporated herein by this reference, is part of the Common Area at HARVEL PARK (the "Burdened Parcel").
- H. The Burdened Parcel is described with particularity on Exhibit "A-1" attached hereto and incorporated herein by this reference.
- I. Ivory Homes is the owner of that certain real estate located in Salt Lake County, Utah, which adjoins the Burdened Parcel and is described more particularly as follows (the "Benefitted Parcel"):

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Lot 2, PINES SUBDIVISION, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah.

J. The parties have entered or will short enter into an Open Space Easement Agreement.

K. In order to provide, maintain and insure the Burdened Parcel as open space, the parties desire to make the covenants set forth herein.

#### COVENANT:

NOW, THEREFORE, for the reasons recited above and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree, covenant and promise as follows:

1. The undersigned hereby covenant for themselves and for all his successors and assigns that no buildings, temporary or permanent, or building-like structures of any kind will ever be constructed on the Burdened Parcel without the prior written consent of the Association and Ivory Homes.
2. The aforesaid covenant shall run with the land and shall perpetually be a burden on the Burdened Parcels and a benefit to the Benefitted Land.
3. By acceptance of this covenant, Ivory Homes agrees, for itself and its successors and assigns that it accepts this covenant as full satisfaction of any and all obligations it may have had to all owners of any portion of HARVEL PARK regarding the Burdened Parcel and the PINES SUBDIVISION, and further agrees for itself and all of the aforesaid parties that it recognizes that Ivory Homes or its successors and assigns shall be permitted to otherwise develop and improve the PINES SUBDIVISION provided that all structures and improvements built or installed in said subdivision shall conform with all applicable laws and ordinances and codes.
4. If this Agreement is referred to an attorney for enforcement, the prevailing party shall be entitled to recover its reasonable attorneys fees made necessary thereby, regardless of whether a lawsuit is commenced.
5. The parties shall comply strictly with all applicable federal, state and local laws, ordinances, public rules and governmental regulations.
6. This Agreement shall be governed by the laws of the State of Utah.
7. Any provision of this Agreement prohibited by any local, state or federal law(s) shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
8. This Agreement shall be construed as though all the parties hereto had drafted it.

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9. Captions are intended for convenience only and are not to be used in the interpretation or construction of this Agreement.

10. This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective parties.

11. The foregoing constitutes the entire agreement between the parties, and may be modified only by a writing signed by both parties.

DATED this 8<sup>TH</sup> day of February, 2000.

HARVEL PARK HOMEOWNERS ASSOCIATION, INC.

By: Donna B Hamblin  
Name: Donna B. Hamblin  
Title: President

By: Laura Bown  
Name: Laura Bown  
Title: Secretary

IVORY HOMES,  
a Utah limited partnership

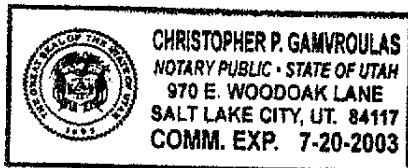
By: Clark D Ivory  
Name: Clark D. Ivory  
Title: General Partner

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SEE ACKNOWLEDGEMENT ON NEXT PAGE.]

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STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

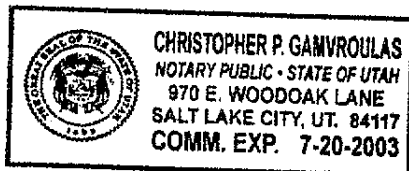
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2000, by DONNA B. HAMBLIN and LAURA BOWN, the President and Secretary of HARVEL PARK HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation, pursuant to its Articles of Incorporation or Resolution of its Board of Trustees, and said DONNA B. HAMBLIN and LAURA BOWN duly acknowledged to me that said corporation executed the same.



Christopher P. Gamvroulas  
NOTARY PUBLIC  
Residing at: SOC, UT  
My Commission Expires: 7/20/2003

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2000, by CLARK D. IVORY, Member of Value, L.C., who is General Partner of IVORY HOMES, Ltd., and said CLARK D. IVORY duly acknowledged to me that said partnership executed the same.



Christopher P. Gamvroulas  
NOTARY PUBLIC  
Residing at: SOC, UT  
My Commission Expires: 7/20/2003

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## **EXHIBIT "A-1"**

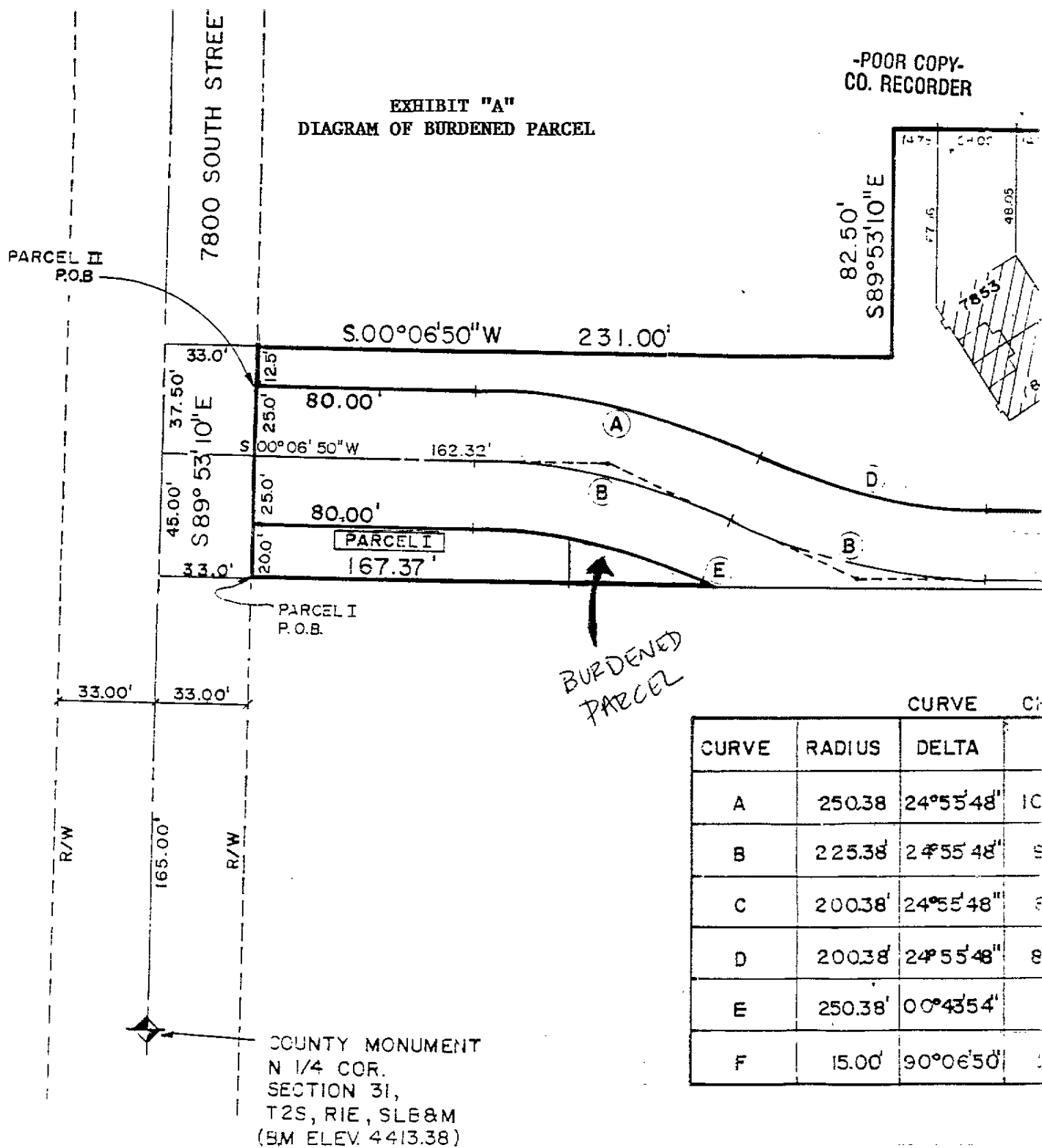
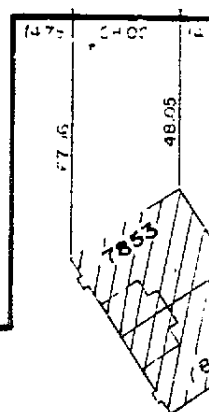
### **LEGAL DESCRIPTION OF BURDENED PARCEL**

The land referred to in the foregoing document as the Burdened Parcel is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT WHICH LIES SOUTH 89°53'10" EAST 165.00 FEET ALONG THE SECTION LINE AND SOUTH 00°06'50" WEST 155.91 FEET FROM THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°53'10" EAST 15.35 FEET TO A POINT ON A 200.38 FOOT NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS NORTH 77°31'14" WEST); THENCE ALONG THE ARC OF SAID CURVE 43.94 FEET THROUGH AN INCLUDED ANGLE OF 12°33'52" TO A POINT ON A 250.38 FOOT RADIUS REVERSE CURVE; THENCE ALONG THE ARC OF SAID REVERSE CURVE 3.20 FEET THROUGH AN INCLUDED ANGLE OF 00°43'54" TO A POINT ON THE WEST LINE OF HARVEL PARK CONDOMINIUMS, AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG SAID WEST LINE SOUTH 00°06'50" WEST 1109.38' TO THE CENTER LINE OF WASATCH AVE. (8000 SOUTH); THENCE ALONG SAID CENTER LINE SOUTH 89°51'19" WEST 167.41 FEET; THENCE NORTH 00°13'00" EAST 1343.50 FEET ALONG THE EAST LINE OF SILVER ACRES SUBDIVISION NO.1 ACCORDING TO THE OFFICIAL PLAT THEREOF TO THE POINT OF BEGINNING.

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EXHIBIT "A"  
DIAGRAM OF BURDENED PARCEL



CURVE			CH
CURVE	RADIUS	DELTA	
A	250.38	24°55'48"	IC
B	225.38	24°55'48"	S
C	200.38	24°55'48"	E
D	200.38	24°55'48"	8
E	250.38	00°43'54"	
F	15.00	90°06'50"	L

UNIT NUMBERS	MAIN LEVEL FLOOR ELEV.
7851 & 7853	17.84
7855 & 7857	19.05
7859 & 7861	19.44
7863 & 7865	19.38
7867 & 7869	19.50
7901 & 7903	19.52
7905 & 7907	20.23
7909 & 7911	20.79

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