

7756714

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HARVEST CREEK ESTATES

7756714
11/08/2000 02:44 PM 35.00
Book - 8400 Pg - 1226-1230
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
DAN BRADSHAW
929 E SERPENTINE WY
SANDY UT 84094
BY: ZJM, DEPUTY - WI 5 P.

This declaration is made this 13th day of March, 2000, by Windsor Estates LLC. Hereinafter referred to As DECLARANT.

WHEREAS, Declarant is the owner of certain property (herein the "lots") in Riverton City, Salt Lake County, State of Utah, more particularly described as follows:

Lots 1 through 18 of Harvest Creek Estates subdivision, according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.
Parcel #27-30-400-004, Recorded Plat #7594271, Book 2000P, Page 68

WHEREAS, Declarant intends that the Lots, and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the lots, and be binding on all parties having any right, title, or interest in the lots or any part thereof. Their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE 1
ARCHITECTURAL CONTROL

SECTION 1. All structures must meet Riverton City Ordinances and standards, and the standards set forth In the Harvest Creek Estates subdivision covenants.

SECTION 2. Placement of mailboxes will be assigned by the U.S. Postal Service. Where two boxes have been assigned to be placed next to each other, Home Owner agrees to cooperate with next- door neighbor & use one post for both boxes

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ARTICLE II
RESIDENTIAL AREA COVENANTS

SECTION 1. Quality

- A. No lot shall be used except for residential purposes.
- B. Each dwelling must have an attached garage for a MINIMUM OF THREE CARS.
- C. Both the exterior building design and the exterior building materials of all dwelling shall be sufficient quality, durability, and resistance to the elements to satisfy the purpose for this ordinance of the Uniform Building Code.
- D. Each dwelling must have an ALL MASONRY with all brick or equivalent such as brick and stucco, stone and stucco, or brick to meet Riverton City minimum requirements.
- E. No Modular Homes will be allowed on any lot.

SECTION 2. Dwelling size. RAMBLER – 1,450 square ft. minimum with an attached 3-car garage.
Rambler larger than 1,700 square ft. requires only an attached 2-car garage, if Desired by the homeowner.
MULTI-LEVEL – 1,560 square ft. minimum with an attached 3-car garage

SECTION 3. City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Riverton, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances under the R-2 Ordinance.

SECTION 4. Easements. Easements for all installations 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 maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. 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.

SECTION 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 7. 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.

SECTION 8. Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear Yards must be landscaped within 2 years of occupation of dwelling.

ARTICLE III
DETENTION POND

Whereas, lot number six (6) of the Harvest Creek Subdivision is provided for retention of storm drain water.

Riverton City intends declarant to maintain lot number six as a storm drain easement until that time, the city can provide permanent storm drain basins. This may be a minimum of five years when alternative storm drain access becomes available. Lot number six will be a single family residential lot.

Declarant will allow property owners of lots 1 through 18 to utilize lot number six as a common area AT THEIR OWN RISK. Property owners of lot numbers 1 through 18 will agree to provide for the maintenance of lot number six. Each property owner will receive a separate and equal monthly billing for the care and maintenance of the common area.

The management of the common area will be provided by Guy and Laurellen Webb of lot number 7 of the Harvest Creek Subdivision, or assigns within the subdivision. No compensation will be provided to any managers for this service.

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ARTICLE IV
GENERAL PROVISIONS

SECTION 1. Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants of restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand this 26th day of ~~November~~ October, 2000.

DECLARANT:

Dan Bradshaw
Windsor Estates LLC
Dan Bradshaw

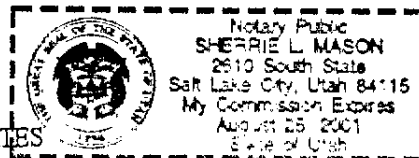
Dated: October 26, 2000

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 26th day of October, 1997, personally appeared before me Dan Bradshaw, the signer of the above instrument, who duly acknowledged to me that he executed same.

Sherrie L. Mason
NOTARY PUBLIC

My Commission Expires, August 25, 2001
Residing at: Salt Lake City, Utah



HARVEST CREEK ESTATES

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* RXLP HARVEST CREEK EST			BLK, LOT-QUAR		OBSOLETE
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	1	27-30-452-006-0000	NO
		L	2	27-30-452-005-0000	NO
		L	3	27-30-452-004-0000	NO
		L	4	27-30-452-003-0000	NO
		L	5	27-30-452-002-0000	NO
		L	6	27-30-452-001-0000	NO
		L	7	27-30-451-004-0000	NO
		L	8	27-30-451-003-0000	NO
		L	9	27-30-451-002-0000	NO
		L	10	27-30-451-001-0000	NO
		L	11	27-30-453-001-0000	NO
		L	12	27-30-453-002-0000	NO
		L	13	27-30-453-003-0000	NO
		L	14	27-30-453-004-0000	NO
		L	15	27-30-453-007-0000	NO
		L	16	27-30-453-008-0000	NO
		L	17	27-30-453-006-0000	NO
		L	18	27-30-453-005-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER