

8100369

8100369
12/24/2001 10:15 AM 57.00
Book - 8545 Pg - 3561-3569
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: SLH, DEPUTY - WI 9 P.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PARK HAVEN ESTATES PHASE 2**

THIS DECLARATION is made this 5th day of December 2001, by Park Haven Realty Holdings, L.L.C., hereinafter referred to as "Declarants."

WITNESSETH

WHEREAS, Declarants are the owners of certain property (hereinafter the "Lots") in Riverton City, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 201 through 232, Park Haven Estates Phase 2, according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, Declarants intend 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, Declarants 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. The Architectural Control Committee shall be composed of Walter Downing Akin, Steve Young and Vernon K. Van Buren. Each representative may represent and act in behalf of the committee. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. Covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence.

SECTION 3 Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such specified periods, it shall be deemed to have approved the

BK8545PG3561

material submitted except in those respects that such material is not in conformity with the provisions of this Declaration, as to which respects it shall be deemed disapproved.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, and private garages for not less than two vehicles. All construction shall be comprised of new materials, except that used brick *may* be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling Quality and Size. The main floor level of any private dwelling shall be 1,300 sq. ft. or more for a one-story dwelling. A two-story dwelling shall have a total of 1,950 sq. ft. on the two floors above ground level. Tri-levels shall be figured on the square footage of the floors above ground, including the living area behind the garage and excluding the basement areas. Minimum square footage on a Tri-level shall be 1,600 sq. ft. All of the above square footages are exclusive of open porches and garages. Each dwelling must have an attached garage for a minimum of 2 cars. A covered breezeway between the garage and the home is acceptable. All exterior wall surfaces on the main floor level and facing a street shall be not less than fifty percent (50%) brick or stone. The remaining fifty percent (50%) of exterior wall surfaces on the main floor level and facing a street shall be brick, stone or stucco. All remaining walls on the ground floor level shall be of a low-maintenance material. All Tri-level and two story homes may be reduced by 150 square feet if a third car garage is included.

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.

SECTION 4. Easement. Easements for 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 outbuilding 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 one (1) year after dwelling is occupied. All parkstrips must be planted in accordance with landscaping that meets City Ordinances. All trees in the parkstrip must be 1 3/4 inch caliper or larger, and shall be planted a maximum of 30 feet apart. The trees shall be purchased, planted, and cared for by the homeowners.

SECTION 9 Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times in an enclosed structure or in a paved side yard area next to the garage and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Subdivision. The parking or storage of commercial equipment, including, but not limited to, truck trailers or cabs, construction or excavation equipment, etc., is prohibited. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles (hereafter "Automobiles"). No other use of a garage or conversion of a garage, which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed, shall be permitted. Parking on the lawn or unpaved portion of the Lot or in a public right-of-way within the Subdivision, other than for temporary purposes (as determined by the ACC), is prohibited. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. A minimum of two (2) off-street parking spaces for automobiles shall be provided on each Lot in addition to the garage spaces, provided that no parking in the front yard setback area of the Lot shall be allowed only in space directly in front of the garage.

SECTION 10 Fences. It is the intent of the Grantor to create an open, spacious and landscaped appearance throughout the Subdivision. Therefore, all fences, walls, hedges, high plantings, obstructions and other visual or privacy barriers (hereafter collectively "fences") shall be constructed and installed in compliance with the applicable ordinances of the County, and in conformance with fencing standards and specifications to be promulgated by the ACC. In the event there is a conflict between the requirements of the County ordinances and the ACC standards and specifications, the more strict requirement shall control. OWNERS SHOULD NOT ORDER FENCE MATERIALS THAT ARE NOT IN COMPLIANCE WITH SUCH ORDINANCES, STANDARDS AND SPECIFICATIONS. All fences constructed on Lots within the Subdivision shall be subject to the following additional conditions and restrictions:

- (a) Fences greater than 36" in height shall not project beyond the front yard setback or the principal Building (whichever distance is greater) on the Lot upon approval of the ACC. No fence higher than six feet (6') shall be allowed.
- (b) Street side yard fences on corner lots shall not be erected within a required street side yard. It is strongly encouraged that hedges establish privacy between Lots, trees, shrubbery or other landscaping, proved that the same complies with the intent of this Declaration and the ACC fencing standards and specifications. Heavy foliage and fences are not allowed to interfere with the vision triangle of

traffic.

- (c) All fences shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing shall be repaired or replaced to original design, materials, and color within a reasonable time after said damage occurs.
- (d) No fence shall interfere with the use and enjoyment of any easement reserved in this Declaration or shown on the recorded Plat(s) of the Property.
- (e) Fences installed by the Grantor, County or other public agency, or the Association on or along property owned by the County or Association shall not be altered or modified by any Owner or Occupant in any manner other than for routine maintenance (including painting, repair and replacement). Owners and Occupants shall not install parallel fences to those installed by Grantor, the Association or the County, except that in the event horses are to be maintained by the Owner on a Lot, the Owner shall be required to install adequate fencing inside any decorative perimeter fencing.
- (f) Except as provided herein, chain link fencing is not a permitted fence type. Exceptions may be granted by the ACC on a case-by-case basis where (1) such fence would be limited to small area (such as a dog run) and (2) where the chain link fence is not used as a perimeter fencing method and would not be open to public view. In all events, uses of chain link fencing must receive prior approval by the ACC in writing with respect to location, color and other compliance with the ACC fencing standards and specifications. Notwithstanding the foregoing, the Grantor shall be authorized to utilize chain link fencing, in the sole discretion of the Grantor, as necessary for the Development.

ARTICLE III
HOME OWNERS ASSOCIATION AND ASSESSMENTS

SECTION 1. Home Owners Association. All lot owners shall be members of an Association called the Park Haven Community Association hereinafter referred to as the Association).

SECTION 2. Meetings of Members of Association. Meetings of members of the Association shall be held initially at the call of Declarant and thereafter, beginning on May 1, 2002 for the initial meeting, and future meetings at the call of the Management Committee or at the call of owners of at least forty percent of the lots in the subdivision upon at least ten days notice to all members mailed or delivered to their addresses within the subdivision. Members shall be entitled only to one vote for each lot owned by them and multiple owners of any lot shall determine how such vote shall be cast. At any meeting of members a quorum shall be present if members are present representing a majority of the lots represented b those present at the

BK8545PG3564

meeting shall be required to constitute the action of the Association, except as provided in Article IV, Section 3, hereof.

SECTION 3. Election of Management Committee. The members of the Association shall elect three members to constitute the Management Committee of the Association, such members to sever until their successors are elected. The members of the Management Committee shall appoint one member of the Committee to act as president, one member to act as vice president and one member to act as secretary/treasurer.

SECTION 4. Maintenance Fund. The Management Committee shall establish a fund for the maintenance of any common areas or facilities that are not maintained by governmental authorities and for other expenses, including taxes on common areas, incurred by the Association on behalf of lot owners. At the closing of the initial sale of the lot, the buyer of the lot shall be required to place an additional \$50.00 in escrow with Merrill Title Co., which shall be turned over to the Management Committee at the initial meeting on May 1, 2002, to be used as part of the Maintenance Fund.

SECTION 5. Maintenance Fund Regarding Open Space in Phase 1. The Management Committee shall establish a fund for the maintenance of any common areas or facilities that are not maintained by governmental authorities and for other expenses, including taxes on common areas, incurred by the Association on behalf of lot owners.

SECTION 6. Assessments. For each calendar year the Management Committee, on behalf of the Association, shall levy against the owners of lots within the subdivision and against the lots themselves assessments to pay the costs and expenses of maintenance and other expenses incurred pursuant to Section 2 above. Such assessments shall be prorated equally against all lots within the subdivision and shall be a personal liability of the owners of such lots.

SECTION 7. Payment of Assessments. Assessments shall be due and payable within 90 days of notice of the assessment delivered to owners of lots in the subdivision. Any assessment not paid when due shall be paid thereafter with a late charge of five percent and shall accrue interest at the rate of ten percent per annum until paid.

SECTION 8. Lien to Enforce Assessments. Every assessment shall constitute a lien against the lot of each owner which may be enforced by recording a Notice of Assessment Lien against the lot of any owner who has not paid the assessment when due. The Notice shall state the amount of the unpaid assessment with late charges and interest and the legal description of the lot and shall be signed by an officer or agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts, together with costs and legal fees incurred in the enforcement thereof, have been fully paid or satisfied. Upon payment or satisfaction in full, including a reasonable fee to cover the cost of preparing and recording the release, the Management Committee shall record a release of the lien with the Salt Lake County Recorder. If not paid or satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Utah.

SECTION 9. Remedies to Enforce Assessments. Each assessment shall constitute a separate, distinct and personal debt and obligation of the owner of the lot and may be enforced by suit against the owner, in addition to a suit to foreclose the lien against the lot. The Association shall be entitled to recover all costs and attorney's fees incurred in the collection of the assessment or in the foreclosure of the lien which shall be included in any judgment rendered.

SECTION 10. Estoppel Certificates. Upon payment of such reasonable fee as may be determined by the Management Committee, and upon request of an owner of a lot, the Management Committee shall furnish a written statement setting forth the amount of any assessments or other amounts due and unpaid with respect to any lot in the subdivision.

SECTION 11. No Offsets. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason including, without limitation, any claim that the Association or its officers, directors, agents or employees is not properly exercising its duties and powers under this Declaration, or otherwise.

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 or restriction herein contained shall in no event be deemed a waiver of the right to do to thereafter.

SECTION 2. Severability. Invalidation of any one 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. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Home Owners, (one vote per homeowner), which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

SECTION 4. Attorney's fees: In the event of any arbitration proceeding or lawsuit between owners, builder or declarant arising out of the Work or the Contract Documents, the non-prevailing party in any such proceedings or action shall pay all of the prevailing party's reasonable attorney's fees and costs incurred with respect thereto, the amount to be fixed by the arbitrator or a court without a jury, respectively.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set its hand this 3rd day of August, 2000.

DECLARANTS

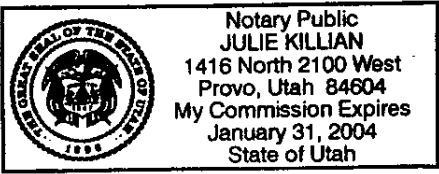
Park Haven Realty Holdings, L.L.C.

By: Vernon K Van Buren
Its: Manager

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

On the 20 day of DECEMBER
personally appeared before me VERNON K. VAN BUREN and _____
who being by me duly sworn did say that they signed the foregoing instrument by proper
authority, and they duly acknowledged to me said identity.

Julie Killian
Notary Public
Residing at Provo, UT
My commission expires 1-31-04



| RXLP PARK HAVEN 2 | | BLK, LOT-QUAR | | | OBSOLETE? |
|-------------------|----------|---------------|----------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| | | L | 201 | 27-30-179-022-0000 | NO |
| | | L | 202 | 27-30-179-023-0000 | NO |
| | | L | 203 | 27-30-179-024-0000 | NO |
| | | L | 204 | 27-30-176-025-0000 | NO |
| | | L | 205 | 27-30-176-024-0000 | NO |
| | | L | 206 | 27-30-176-023-0000 | NO |
| | | L | 207 | 27-30-176-022-0000 | NO |
| | | L | 208 | 27-30-176-021-0000 | NO |
| | | L | 209 | 27-30-176-020-0000 | NO |
| | | L | 210 | 27-30-176-019-0000 | NO |
| | | L | 211 | 27-30-176-018-0000 | NO |
| | | L | 212 | 27-30-176-016-0000 | NO |
| | | L | 213 | 27-30-176-015-0000 | NO |
| | | L | 214 | 27-30-176-014-0000 | NO |
| | | L | 215 | 27-30-176-013-0000 | NO |
| | | L | 216 | 27-30-176-012-0000 | NO |
| | | L | 217 | 27-30-176-011-0000 | NO |
| | | L | 218 | 27-30-176-010-0000 | NO |
| | | L | 219 | 27-30-176-009-0000 | NO |
| | | L | 220 | 27-30-177-028-0000 | NO |

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

| RXLP PARK HAVEN 2 | | BLK, LOT-QUAR | | | OBSOLETE? |
|-------------------|----------|---------------|----------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| | | L | 221 | 27-30-177-029-0000 | NO |
| | | L | 222 | 27-30-177-030-0000 | NO |
| | | L | 223 | 27-30-177-031-0000 | NO |
| | | L | 224 | 27-30-177-032-0000 | NO |
| | | L | 225 | 27-30-177-033-0000 | NO |
| | | L | 226 | 27-30-177-034-0000 | NO |
| | | L | 227 | 27-30-177-035-0000 | NO |
| | | L | 228 | 27-30-177-036-0000 | NO |
| | | L | 229 | 27-30-177-037-0000 | NO |
| | | L | 230 | 27-30-177-038-0000 | NO |
| | | L | 231 | 27-30-177-039-0000 | NO |
| | | L | 232 | 27-30-177-040-0000 | NO |
| | | L | PARK | 27-30-176-017-0000 | NO |

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