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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DEVELOPMENT ASSOC. INC
141 E 5600 S STE 110
MURRAY UT 84107
BY: ZJM, DEPUTY - WI 4 P.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
Herriman Hills**

THIS DECLARATION is made this 26th day of June ,2002, by Herriman H. L.C., hereinafter referred to as "Declarants."

WITNESSETH

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

All of Lots 1 through 59, Herriman Hills subdivision, 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, THEREFORIS, 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 STANDARDS

SECTION 1. The following exterior materials and architectural standards are as follows.

1. A) All homes must be constructed of at least 30% rock or brick with the remainder of stucco on the front of the home excluding windows and doors, with the other three sides of the home constructed of stucco or vinyl siding. Homes built on a corner lot must have the side facing the street constructed of rock, brick or stucco no siding will be allowed.
- B) Any home that is 1400sq.ft. or smaller must have the sides constructed of a masonry type material. No siding will be allowed on the sides.
- C) The builder may not build the same home within 3 lots or across the street from a existing home or home under construction.
2. Each dwelling shall be constructed with a minimum 5: 12 roof pitch and be constructed with architectural shingles.
3. Each dwelling shall be constructed with a minimum 2 car garage (22ft x22ft).

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4. Air conditioning must be central air.
5. Homes facing on Little Water Peak Dr. must have the driveways on alternating sides of the adjoining lot's so there is more area between driveways.
6. Front yard setbacks will be 20ft to 30 ft from front sidewalk. Each lot must have a different setback than the adjoining lot's and must be at least a three(3) foot difference. The sideyard setback must be a minimum of eight feet with a total of at least 20feet for both side yards. Corner lot's must have a 20 foot setback on the side of the lot facing the street. The minimum rear yard setback must be at least 20feet.
7. Each dwelling must have a basement of at least 50% of the footprint of the home.

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 1,500 finished 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. Each home must be constructed with a basement.

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 Herriman, 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 with a minimum of 5 shrubs, two trees and have established grass within one year of receiving the occupancy permit. All parkstrips must also be planted with a minimum of two inch caliper or larger **Crimson King Maple** or **Emerald Queen Maple** trees and shall be planted a maximum of 30 feet apart. Any homeowner who doesn't have their parkstrip trees in within one year from occupancy, may be subject to the city installing their trees at the homeowner's expense.

SECTION 9 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 Herriman City.

- (a) 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.
- (b) 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 next to those installed by Grantor, the Association or the County or City.
- (c) Except as provided herein, wood fencing is not a permitted fence type.

ARTICLE III

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 26th day of June, 2002.

DECLARANTS

Herriman H.L.C..

By: Milton P. Shipp
Its: Manager

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

On the 26th day of June, Milton P. Shipp
personally appeared before me Erin Keyes and Milton P. Shipp
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.

Erin Keyes
Notary Public

Residing at Bountiful, UT

My commission expires 04-19-2006

