

ENTRY: 89839 BK 437 PG 0575 BY RO ✓
DONNA S. MCKENDRICK TOOELE CO. RECORDER
REC. DATE: 10/09/1996 01:28:00 FEE 38.00
RECORDED FOR: ENGLAND CONSTRUCTION
EN Y BT ST AD
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PROTECTIVE COVENANTS
AS RECORDED WITH THE TOOELE COUNTY RECORDER'S OFFICE

ENGLAND CONSTRUCTION INC., owner of the following described property located in Tooele City, Tooele County, State of Utah,

to-wit:

PART A. PREAMBLE

Lots 1-25 inclusive, STONEHAVEN, Phase II, a subdivision of part of the Southeast Quarter of Section 22, T.2S., R.4W., SLB&M, Tooele City Survey according to the plat there of recorded in the office of the County Recorder of Tooele County, entry number E-89479, Book 436, Page 665. 11-91-

In consideration of the premises and as part of the general plan for improvements of said property do hereby declare the property herein above described subject to the restrictions and covenants as follows:

The residential area covenants in Part B, in their entirety shall apply to STONEHAVEN Phase II subdivision, according to the official plat thereof on file and of record in the office of the Tooele County Recorder.

PART B. RESIDENTIAL AREA COVENANTS:

B-1 LAND USE AND BUILDING TYPE. All building is to begin within one year of the purchase date of the lot. 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 and one half stories in height and an attached private garage for not more than three cars, conforming with the additional setback requirements. (An attached, two (2) car garage is required, at a minimum. No detached garages will be permitted. No carports will be permitted.)

B-2 ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved (fences will not extend beyond the front of the structure of the home).

B-3 DWELLING, QUALITY AND SIZE. No dwelling shall be permitted on any lot with a square footage less than that as set forth within this paragraph. It being the intention and purpose of the covenants to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of porches, stairways, and garages, shall not be less than 1,200 square feet on the main living area for a one-story dwelling, including one level for split-level dwellings; nor less than 1,400 total square feet of living area, on two levels, (exclusive of, stairways, basements, porches, and garages) for a dwelling of more than one story (two-story or multi-level homes). The minimum roof pitch for the dwelling shall be no less than a 5:12 pitch roof. All dwelling foundations shall be plastered, in their entirety, for which areas are visible and above grade. All dwellings are to also include the following: The entire front exterior of the dwelling shall be covered by brick/rock and stucco (with at least 30% of the front exterior of the dwelling being covered by brick/rock), with the remainder of the dwelling covered by either brick, stucco, or aluminum/vinyl siding.

B-4 BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line, or nearer than 6 feet to any interior lot line. The minimum distance from the main building to the rear lot line shall be 30 feet for interior lots and 12 feet for corner lots. (All, as city codes require.) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No detached garage and/or carport will be permitted, however, other permitted accessory buildings (such as a small storage shed) may be located next to a side lot line as long as it sets behind the back line of the structure of the home, and is on an interior lot.

B-5 LOT AREA AND WIDTH. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 7,000 square feet (as required by city codes).

B-6 EASEMENTS. Where applicable, easements for installation and maintenance of utilities and drainage facilities, are reserved over the rear five feet of each lot or as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or drainage facilities. No excavating, filling, grading, construction of embankment or other physical alterations shall be made with respect to any of said lots 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.

B-7 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purposes. No automobiles, campers, trailers, boats or other vehicles are to be stored on streets or fronts of lots. However, those which are in running condition, properly licensed and are regularly used, may be stored overnight on these locations (for temporary storage, these objects must be kept behind the front line of the structure of the home). No unlicensed and/or inoperable vehicle or equipment, may be stored, uncovered, on the homeowner's premises. No "backyard mechanicing" will be permitted. It is the intention of this provision to avoid all unsightly objects which detract from the aesthetic appearance of this subdivision.

B-8 TEMPORARY STRUCTURES. No structure 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.

B-9 SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

B-10 OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-11 LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs or cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

B-12 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

B-13 LANDSCAPING. All homeowners must have their front yards established (with a minimum of grass planted) within six months, and their backyards within one year after closing and/or occupying their home. Trees, lawn, shrubs or other planting shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All yards shall be properly maintained by the owner, in order to not distract from the beauty of the subdivision.

B-14 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the rectangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1 MEMBERSHIP. The Architectural Control Committee is composed of ENGLAND CONSTRUCTION. The committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee may also form a Homeowner's Association, comprising of all property owners in this subdivision, to act in the Committee's behalf.

C-2 PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS.

D-1 TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of lots have been recorded changing said covenants in whole or in part.

D-2 ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

D-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED THIS 8th DAY OF October 1996.

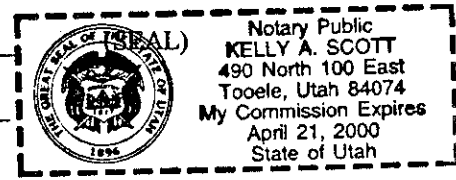
England Construction, Inc.

Signed: by [Signature]
Title Treas. of England Construction, Inc.

Sworn and subscribed to before me at Tooele in the state and county aforementioned by ENGLAND CONSTRUCTION, INC., by Jeff England, Treasurer of said Company, who is personally known to me, the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes set out therein.

WITNESS my hand and official seal in the state and county last aforesaid this 8 day of Oct, 1996.

[Signature]
Notary Public
My Commission Expires: 21 April 2000



Agreement, in full, as stated above, of the property owner:

Property Owner Signature: _____ Date: _____
Property Owner Signature: _____ Date: _____
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