

DECLARATION OF PROTECTIVE CODES AND COVENANTS FOR WESTLAND COVE SUBDIVISION PHASE 2

Property owners of Westland Cove Subdivision phase 2 are subjected to the conditions, covenants, restrictions, reservations, easements and charges hereby declared to insure the best use and the most appropriate development and improvement of each Building Site thereof, to protect the owners of Building Sites against such improper use of surrounding Building Sites as will depreciate the value of their property, to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to obtain harmonious color schemes, to insure the highest quality of development of said property, to encourage and secure the erection of attractive homes thereon, to prevent haphazard and inharmonious improvement of Building Sites, and in general provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchases of Building Sites therein.

A. PLANNED USE AND BUILDING TYPE

No lots shall be used except for residential purposes as restricted by Tooele City for this zone. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings, twin homes or duplexes.

B. DWELLING QUALITY AND SIZE

No main single story single family residential structure shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages, is less the 1000 square feet. No main two story single family residential structure shall contain less than 700 square feet on the ground floor, with a minimum total of 1125 square feet, a duplex or twin home must be 800 square feet minimum on each side. A twin home can be sold as two units. No structure shall be built upon any unit of land with a height exceeding two stories above the existing ground elevations. No log homes will be permitted. All dwellings must have brick, stucco, or siding exteriors. All building plans must be submitted for approval by the architectural and building committee (The Committee). All exterior colors are to be specified on plans for approval by architectural and building committee (The Committee).

Entry # 93573
DATE 12-FEB-1997 14:17PM
FEE: 57.00 CHARGE
W/ DONNA S. MCKENDRICK, RECORDER
FILED BY NAM
FOR B & D TITLE CO OF TOOELE
A TOOELE COUNTY CORPORATION

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C. GARAGE SPECIFICATIONS

A single family dwelling, a duplex or twin home must have at least a single carport.

D. NUISANCES

No noxious or offensive activities shall be carried on upon any lot, or shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood. No storage or articles which are unsightly will be permitted. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed, and are being regularly used.

No major mechanic work or repairs are to be conducted in streets or front yards of houses.

No R.V. motor homes, trailers, boats, etc. are to be stored on streets or front yard setbacks (25 feet).

Satellite dishes shall be permitted only in the back yards of lots, places where they are out of the public view or obscured from view with a fence or wall.

E. EASEMENTS

For installation of and maintenance of utilities and drainage facilities, areas reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

F. TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence either temporarily

or permanently. A builder may use a trailer as a model, only to sell there dwellings and once the last dwelling is sold the trailer will be moved immediately (no later than two weeks after final dwelling is sold).

G. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot shall be kept free of trash, weeds, and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

H. ANIMALS AND PETS

Dogs, cats, or other household pets may be kept on the premises as permissible within current zoning regulations provided that they are not kept, bread, or maintained for any commercial purpose and are restricted to the owner's premises and under handler's control.

I. LANDSCAPING

Top soil is to be scraped and stockpiled before excavation for the foundations or footings. The top soil is to be replaced at the time of finish grading on each lot.

Each lot is to be landscaped within 24 months of its initial purchase, or within 6 months of the occupancy date of any structure built upon said lot. Landscaping of lot shall be considered complete when the first 25 feet of lot are planted with grass and maintained, and the remainder of lot is cultivated or planted and kept free of weeds and debris unless otherwise approved by committee or developer prior to construction.

J. BUILDING LOCATION

The location and placement of the building on any lot shall comply with the building codes and covenants designated by Tooele City. Eaves, steps, and porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

K. CONSTRUCTION TIME FOLLOWING PURCHASE

The owners of any building lot within the subdivision shall within 18 months from the purchase date of said lot, commence construction or landscaping upon the first 25 foot frontage of the lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 12 months from the date construction is commenced unless otherwise approved by the committee or the developer.

L. ARCHITECTURAL AND BUILDING COMMITTEE

The Architectural and Building Committee shall consist of three members: A home owner in Westland Cove Subdivision phase 2 and two persons from the development company. The majority of the Committee shall constitute a quorum and the concurrence of at least two members shall be necessary to carry out the provisions applicable to this Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointments. Should any member of the Committee, except for the initial members, move his residence outside of the subdivision, they shall be disqualified to serve and the Committee shall declare a vacancy.

In the event of violation of any of these codes and covenants, the Architectural and Building Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these codes and covenants. All costs including attorney's fees, of such enforcement shall be borne by property owners who are in violation of said codes and covenants.

Any defining or further explanation of any items within these covenants shall be done by the Committee upon written request.

Any variation from these covenants that is less than required herein, must first be approved by the Committee. If these variations are not so approved by the Committee, they must be approved by a majority of the lot owners in the plat.

M. PROTECTIVE CODES AND COVENANTS

These are null & void on January 1, 2010.

Rich Lands, L.L.C.

Nathan A. Brockbank

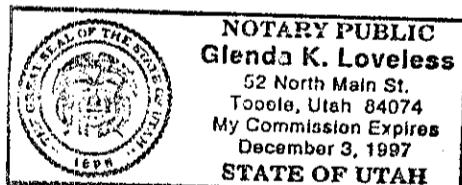
By: Nathan A. Brockbank

State of Utah)
ss.
County of Salt Lake)

On this 17th day of December, 1996, before me Glenda Loveless, notary public personally appeared Nathan A. Brockbank, managing member of Rich Lands, L.L.C. and known to me to be a designated agent of the Limited Liability Company that executed the Declaration of Protective Codes and Covenants for Westland Cove Subdivision phase 2 and acknowledged it to be a free and voluntary act of the Limited Liability Company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Declaration of Protective Codes and Covenants for Westland Cove Subdivision phase 2 and in fact executed this Declaration of Protective Codes and Covenants for Westland Cove Subdivision phase 2 on behalf of the Limited Liability Company.

Glenda K. Loveless
Notary Public

My commission expires: 12/3/97



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