

approved

DECLARATION OF RESTRICTIVE COVENANTS
AGREEMENTS, AND CONDITIONS AFFECTING
THE REAL PROPERTY KNOWN AS
LOTS 1 THROUGH 9 OF THE TRACKSIDE SUBDIVISION, A PUD

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DATE 24-MAR-1997 11:16AM
FEE: 31.00 CHECK
DONNA S. MCKENDRICK, RECORDER
FILED BY RGD
FOR ROBERT C HICKS
TOOELE COUNTY CORPORATION

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TO WHOM IT MAY CONERN:

KNOW ALL MEN BY HESE PRESENTS:

12-16-14th

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Grantsville City, Tooele County, State of Utah, described as follows:

All of Lots 1 through 9 inclusive, TRACKSIDE SUBDIVIION, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restriction, conditions, covenants and agreements between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS, ETC.: All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create a mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS:

All covenants and restrictions herein stated shall run with the land and all owners, purchasers or occupants thereof shall be acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date

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hereof to January 1, 2017, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of a majority of the then owners of said lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restriction(s) amended or released and by filing said agreement with Grantsville City. Provided, however, any amendment or release regarding paragraph three shall require a unanimous vote and shall not constitute or authorize a violation of Grantsville City's land use regulations.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling, private garages, and no more than two utility buildings. No building shall be erected to a height in excess of thirty (30) feet above the street level. No dwelling shall be erected to a height less than one (1) full story above grade. The Architectural Control Committee shall have the power to further limit the number of stories and the height of structures as to all lots in its sole and exclusive discretion. Every detached single family dwelling, exclusive of the garages, open porches, and utility buildings erected on any one of the above described residential lots shall have a minimum area above the ground of 1,600 square feet for a single level residence and 2,200 total square feet for a multi-level residence. Each single family dwelling will have a double, attached garage and no less than a 4/12 pitch roof on the dwelling and the garage.

4. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and complete within 12 months. No building shall remain incomplete for any reason for a period in excess of eleven (11) months from the date that site excavation commenced.

5. TEMPORARY STRUCTURES: No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

6. NUISANCES:

A. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

B. Pets and other livestock. No goats, pigs or cows shall be kept, maintained or permitted at any place within the limits of said subdivision. All other pets or livestock shall be allowed only under the conditional use ordinances of Grantsville City. Pets and other livestock shall at all times be under property control and supervision of their owners.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard portion of any lot except

that regularly used passenger cars and light pickup trucks may be parked upon driveway areas.

D. Signs. Except for signs displayed by the developer during the construction and lot sales period, no sign, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four square feet advertising the sale or lease of a lot. All signs will comply with the Grantsville City Ordinances pertaining to signs and advertisements.

E. Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

G. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, a television antenna may be placed on a structure at a height to be specifically approved by the Committee.

7. EASEMENTS: All easements and rights-or-way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, irrigation ditches, wires and other means of conveying to and from lots in said tract, gas, electricity power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as may or may not be shown on the subdivision plat. No structure of any kind shall be erected over any of such easements except upon written permission of the undersigned, its successors or assigns.

8. ARCHITECTURAL SUPERVISION COMMITTEE: An Architectural and Structural Control Committee (hereinafter "the Committee"), consisting of three (3) members is hereby created, and the undersigned may fill vacancies in the Committee and remove members thereof at its pleasure; provided, however, that when 90% of the lots in the subdivision have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation of 85% of those who are owners (either by contract of purchase, or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members hereof in order to create vacancies for the new appointment provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Committee shall be in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in the subdivision, so that all structures shall conform to the restrictions and general plans of the undersigned, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which

are set forth in this Declaration except as herein specifically provided. The Committee may act by any two (2) of its members, and any authorization approval or power made by the Committee must be in writing signed by at least two (2) members.

9. ARCHITECTURAL COMMITTEE MEMBERS:

Robert C. Hicks Tanna J. Hicks Robert John Hicks

10. ARCHITECTURAL CONTROL:

A. Structural Guidelines: Footings, foundations, walls, floor diaphragms and other earth retaining structures must be designed to resist all lateral forces. Complete details of these structural elements together with recommended construction procedures must contain the seal and signatures of a professional engineer licensed by the State of Utah before consideration will be given by the Committee. The Committee's approval will in no way be deemed as passing upon the engineering and structural adequacy of the said design. Said design's adequacy will be the sole responsibility of the professional engineers whose seal and signature accompanies said design.

B. Architectural Guidelines: The following architectural guidelines shall apply to all lots in the Trackside Subdivision affected hereby:

1. Exterior materials: The requirements for exterior materials will be 50% brick, masonry stone and stucco. The balance can be stucco or other quality material.

2. Landscaping and Run Off Water Maintenance: No landscaping shall be started on said property nor any planting of trees take place until the plans and specifications therefore have been first approved by the Committee. Landscaping must be commenced within six months of the date the house is ready for occupancy and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Committee within one year of the date the house is approved for occupancy.

Underground, automatic sprinkling systems for front yards are recommended. The area from the edge of the road to the front of the property line shall be a swale made with the purpose of maintaining water off the roadway and any hard surfaces on the lot. The swale area shall be planted with grass and maintained by the property owner in order to preserve the permeability of the soil and vehicles shall not be permitted to park or drive in this area.

3. Site Plan: The direction which homes on corner lots shall face the street. Lot owners must determine the depth and location of the sewer from the

Grantsville City Sewer Department prior to designing their exterior house elevations.

4. Fences: Fences shall be constructed on coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of the homes, and should compliment the architecture of the home and the rural aesthetic quality of the subdivision. The height of fences shall be in conformity with the Grantsville City ordinances. Under no circumstances will any "chain link" fencing of any type, brand or make be allowed to be constructed in the front yards of any property within the described Trakside Subdivision.

5. Exterior Lighting: Each property owner shall be required to install a front yard exterior light in order to provide neighborhood lighting on the whole.

6. Prohibition against soil erosion and runoff: It shall be the responsibility of the property owner to direct site work relative to the lot in such manner as to minimize erosion and eliminate all runoff water. Provisions shall be made by each property owner to maintain all runoff water from roof and hard surfaces on said property.

7. Ground water: It is recommended that the property owner verify depth of ground water before basements and installed. Developer is not responsible for water proofing or ground water liability.

11. ARCHITECTURAL PROCEDURE: The committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Committee nor its designed representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the lot owners an/or their designer or architect. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the building or with architectural soundness thereof. At such time as the committee has approved a lot owner's final plans and drawings, the Committee shall give notice in writing to the Grantsville City Planning department of its approval. Said notice of approval shall also contain the Committee's assent to the issuance of a building permit with respect to the lot. No such building permit will be issued by Grantsville City until such a letter of approval has been duly received from the Committee.

12. ADDITIONAL COVENANTS:

A. Concrete and private road Maintenance: Each lot owner shall at all times

maintain the concrete and road surface in front of his or her lot or lots in good condition, and shall repair any cracks or breaks in within a reasonable time after receiving notification of damage by the Committee.

B. Restriction against raising or otherwise changing the height of grade: Neither the lot owner nor any person or persons claiming under him shall or will at any time raise or otherwise change the grade of any lot or lots herein conveyed or otherwise permit said grade to be different from the grade established by the developer.

C. Enforcement: The lot owners hereby agree that the Committee may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under these agreements. Should any suit be instituted, the affected lot owners agree that is the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorneys' fees for the plaintiff's attorney as such fees may be fixed by the court.

13. VIOLATIONS OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants, or agreements, herein contained shall give the Committee, the undersigned, their successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove, at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereto without being deemed guilty to trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

14. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements, set forth.

15. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE: Each and all of the covenants, conditions, restrictions and agreements, contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of any other breach of the same, or other covenants, conditions, restrictions and agreements; nor shall failure to enforce any one of the such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

16. ARCHITECT-BUILDER-ENGINEER ACKNOWLEDGMENT: All purchasers of property described above hereby agree to cause any architect, designer, builder or engineer whom purchaser desires to employ or enter into any contract with regarding the design or construction of a residence on the property to execute an Architect-Builder-Engineer Acknowledgment of Receipt of these Restrictive Covenants, prior to commencement of any work on the property on behalf of purchaser. Purchaser further agrees to present a copy of all such fully executed Architect-Builder-Engineer Acknowledgments to the undersigned prior to filing of an application for a building permit.

17. SEVERABILITY: Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this document this 24 day of March, 1997.

By: Robert C. Hicks

By: _____

STATE OF UTAH

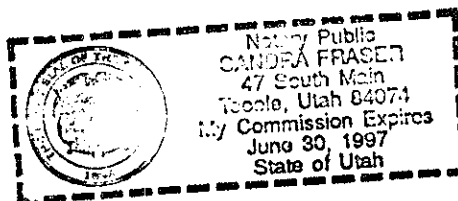
: ss.

COUNTY OF TOOELE

On the 24 day of March, 1997, personally appeared before me, Robert C. Hicks and ~~Tanna J. Hicks~~, signers of the within instrument, who duly acknowledged to me that they executed the same.

Candra Fraser
Notary Public

My Commission Expires
June 30, 1997



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