

5828653  
05/20/94 2:59 PM 32.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
AMERICA WEST TITLE  
REC BY: B GRAY DEPUTY - WI

5828653

**Hawk Park Subdivision  
Declaration of Covenants, Conditions, and Restrictions**

**Recitals**

A. Hawk Builders (hereinafter collectively referred to as "Declarant") is the owner in fee simple of real property in the City of Salt Lake, County of Salt Lake, State of Utah.

B. Declarant is in the process of developing and platting the mentioned real property to a residential community and contemplates subdividing such property into twenty eight (28) individual, quality, single-family residential lots known as the "Hawk Park I & II Subdivision."

C. For the purpose of enhancing and protection the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant declares that all of the described real property and each part of such property shall be held, sold, and conveyed only subject to the easements, covenants, conditions, and restrictions, R-1-5 zoning, which constitutes covenants running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property, as described and contained herein.

D. Declarant desires that the entire subdivision constitute a single residential community with reciprocal rights of access and use, and reciprocal rights of enforcement of the covenants, conditions, and restrictions contained herein.

**Now Therefore:**

Hawk Builders ("Declarant"), fee owners of the following described real property located in the City of Salt Lake, County of Salt Lake, State of Utah, such property being the real property now duly platted as Hawk Park I Subdivision of the City of Salt Lake, as such plat is now recorded in book 9306 at page 133 entry number 5525266, of the County of Salt Lake, State of Utah, and Hawk Park II, a proposed subdivision, for the designed purpose of keeping the subdivision desirable, uniform, and suitable, and in order to ensure full, open, and adequate disclosure, hereby makes the following declarations as to covenants, conditions, limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them as follows:

REC'D - 5/20/94

BK 6944 PG 2344

## Building Restrictions

1. The subdivision shall be a single-family residential subdivision and shall be used solely for residential purposes. A "building site" shall consist of one or more residential lots or portions thereof, as hereinafter required, as shown on the face of the plat or any modification or adjustments thereto. In spite of the preceding, no lot shall be smaller than the originally platted by Declarant, nor smaller than the minimum lot size allowed the governmental authorities charged with regulating lot sizes - R-1-5 zoning.
2. No building or structure shall be erected, constructed, maintained, or permitted on such residential lots, except on a "building site" as defined in the Declaration.
3. Any home constructed on a building site shall have a minimum main floor area of the main structure, exclusive of one-story open porches and garages, of not less than 1300 main floor square feet for a one-story dwelling. In the case of a multiple-story or split-level dwelling, the lower or ground floor living level shall be 1800 square feet finished, unfinished basement 900 square feet.
4. No home shall be constructed on any building site at a cost of not less than \$140,000 Dollars, minus land cost as of March 1, 1994, and shall rise and fall in accordance with that index. If such index should cease to be published, the most nearly comparable index shall be used.
5. No trailer, tent, shack, garage, barn or other outbuildings shall any time be used as a residence, temporarily or permanently, on any building site.
6. Any construction commenced on any house as provided in the Declaration shall be substantially complete, including, but not limited to, all painting, within six (6) months from that date such construction commenced.
7. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than six (6) square feet.

BK6944PG2345

8. All lot owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

9. All buildings and improvements shall be constructed in strict compliance with the pertinent zoning and building codes of the City of Salt Lake, County of Salt Lake, and any and all other governmental entities that have jurisdiction thereof at the time of undertaking such buildings and improvements. No dwelling house, garage, or other accessory building or part thereof (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or the rear lot line than the minimum building setback lines, if any, imposed by and such governmental entity having control, or as shown on the recorded plat of the subdivision, whichever is more restrictive. (R-1-5 zoning)

10. The height and location of any residence, garage, or accessory building shall be designed shall not violate any applicable building and/or zoning law(s).

11. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall be unnecessarily shown on the exterior of any building. No television or radio antenna or aerial shall be installed that has a height in excess of six (6) feet above the roof-line of such home. Satallites and their equipment must be kept in the back or side yard and be maintained as not to be offensive to other residents.

12. All fences must be designed and constructed so as to be compatible with the neighborhood. All fences shall be designed and constructed so they match and coincide with the retaining sound barrier fence which will be constructed out of wood.

13. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot, or the "Flag-Lot-Commons-Area," as the case may be, any trade or business of any description, either commercial or noncommercial, religious, or otherwise, including any day schools, nurseries, or church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

14. No open trash container except for pickup, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any lot. All fences and buildings shall be kept in a state of repair.

15. Each owner, at such owner's sole cost and expense, shall repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. All residences, garages, and accessory building shall be painted or stained, from time to time, so as to maintain a reasonable state of repair. All fences between houses must be built out of cedar wood and be six (6) feet tall and must be the same distance from the sidewalk. Approximately 5-10 feet behind house and garage.

16. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs, and shall be completed within one (1) year after commencement.

17. No boat, boat trailer, snow-mobile, snow-mobile trailer, house trailer, horse trailer, personal automobile, recreational vehicle, truck, or other vehicle, or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or fully-enclosed space, except for temporary storage for a period not to exceed fourteen (14) consecutive days in duration, with such temporary occurrences not to exist more than four (4) times in any one calendar year.

18. Each property owner shall exercise as much care as possible to retain natural vegetation, trees, shrubs, and other similar growth.

19. Each property owner, within ninety (90) days of the completion of the resident shall landscape all yard fronting a street or according to R-1-5 zoning code.

20. All mailboxes shall be located as directed by the U. S. Postal server. Mailbox to be located in a central spot on roadway, and all lot owners will be responsible to pay an equal share of the postal box.

21. No animals, livestock, or poultry shall be raised, bred, or kept on any lot of the subdivision for commercial purposes.

BK6944PG2347

22. Construction of house must follow the R-1-5 zoning and the covenants. All buildings must be total coverage of structure brick and stucco in front and sides of house for decoration and looks. All soffits and facia must be done in aluminum all rain gutters to be seamless aluminum. There will be siding allowed in the subdivision. All house number will be of brass, all lighting in front of houses to be beams.

23. All lot owners, in the landscaping of the house/yard will be responsible for planting perferably one pine tree in the front yard.

24. Hawk Building and Plumbing shall be entitled to bid on all parts of home building and construction.

#### Miscellaneous and General Provisions

25. Each owner, by purchasing any lot in the subdivision, shall be deemed to have accepted, and shall be bound by the terms and conditions of the Declaration.

26. If any owner shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions, or restrictions contained in this Declaration, Declarant, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservation, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by Declarant, or by any owner to enforce any covenant or restriction contained in the Declaration shall in no event be deemed a waiver of the right to do so at a later date.

27. Invalidation of any one of the covenants or restrictions contained in the declaration by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

28. Covenants and restriction of this Declaration may be amended by duly recording an instrument executed and acknowledged by Declarant and all person then owning any portion of any of the lots in the subdivision.

29. No breach of any of the conditions contained in this Declaration or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any lot in the subdivision; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

30. This Declaration shall be governed by , construed, and enforced in accordance with the laws of the State of Utah.

31. All of the provisions of the Declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties of the subdivision, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this Declaration.

IN WITNESS WHEREOF, the undersigned, collectively referred to herein as "Declarant," has caused this Declaration to be executed at \_\_\_\_\_, State of Utah, on the date indicated below:

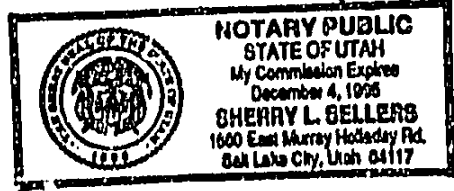
DATED: this 17 day of May, 1994.

W. Kent Sovereign  
W. Kent Sovereign  
Hawk Transportation, Inc. dba Hawk Building  
& Plumbing, Hawk Raingutter Services.

STATE OF UTAH    }  
                          }    SS  
COUNTY OF UTAH }

On this 17 day of May, 1994 before me, the undersigned notary, personally appeared W. Kent Sovereign, who is known to me to be the person whose name is signed on the preceding document, and acknowledged to me that it was signed voluntarily for its stated purpose.

Sherry L. Sellers  
Notary Public



BK6944PG2349