

PLATED
ENTERED

VERIFIED
 MICROFILMED

1050950

DUUC CROFTS
WEBER COUNTY RECORDER
DEPUTY

JUL 1 3 56 PM '88

FILED AND RECORDED IN

Sunridge, Inc.

RESERVATIONS AND RESTRICTIVE COVENANTS
SUNRIDGE HIGHLANDS No. 7

Sunridge, Inc., a Utah Corporation, hereinafter referred
to as Sunridge.

To The Public,

Declaration of Restrictions on Sunridge Highlands No. 7, re-
ferred to herein as Sunridge Highlands No. 7, being certain real property
located in Weber County, State of Utah, more particularly described as
follows:

All of Sunridge Highlands No. 7, known as Sunridge Highlands No. 7
including all of lots 188 thru 198 inclusive, and including what is designated
on said plat as the "Common Area", as recorded in the County Recorder's
Office, Weber County, State of Utah.

The Restrictions and Covenants hereinafter set out are to run
with the land and shall be binding upon all parties and all persons owning
Lots in Sunridge Highlands No. 7 or claiming under them until January 1,
1999, and for successive twenty (20) year periods unless within six (6)
months of the end of any twenty (20) year period a written agreement ex-
ecuted by the then record owners of more than three-quarters (3/4) in area
of said real property exclusive of streets, parks and open spaces be placed
on record in the office of the County Recorder of Weber County by the terms
of which agreement any of said reservations and restrictive covenants are
changed, modified or extinguished in whole or in part. If any such agree-
ment of change or modification be duly executed and recorded, the original
reservations and restrictive covenants as modified shall continue in force
for successive twenty (20) year periods each, unless and until further
changed, modified or extinguished in the manner herein provided.

If the owners of such lots or any of them or their heirs or assigns
shall violate any of the covenants hereinafter set out, it shall be lawful for

1512 200-2404

any other person owning real property situate in such Sunridge Highlands No. 7 to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. No lot or lots embraced in Sunridge Highlands No. 7 shall be used for other than single-family residence purpose. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, garage, temporary building, outbuildings or guest house shall be erected on any of the lots in the subdivision without approval in writing from the Committee except when used for a reasonable period to aid in the construction of an approved structure or for brief vacation periods.

2. No owner of a lot in Sunridge Highlands No. 7 shall subdivide said lot.

3. No one story buildings shall be constructed on lots with a fully enclosed first floor area of less than seven hundred (700) square feet, exclusive of carport, garage and open porches. No two-story buildings, or higher, shall be constructed with a fully enclosed first floor area of less than five hundred (500) square feet. No one and one-half story building shall be constructed with a fully enclosed first floor area of less than six hundred (600) square feet. The above requirements may be modified by the committee, wherein it's judgment of the area and structure will be maintained even though the structures size is smaller.

4. No building or any part thereof, including garages and porches, shall be erected on any lot closer than fifty (50) feet to the front street line, or closer than fifty (50) feet to either side lot line, or closer than fifty (50) feet to the rear lot line. Where one and one-half, two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.

BOOK 1542 PAGE 2405

Notwithstanding anything to the contrary herein the Committee shall have the right to permit reasonable modifications of the setback requirements wherein the discretion of the Committee strict enforcement of these setback provisions would work a hardship.

5. Notwithstanding the provisions of this document, the rules, regulations and ordinances of Weber County or any other governing body or agency exercising authority over said property, shall not be modified hereby and all property owners and users are personally responsible to know and comply with all said laws, rules, regulations and ordinances.

6. For the purpose of further insuring the development of the lands known as Sunridge Highlands No. 7 as an area of high standards, the Committee reserves the power to control the buildings, structures, and other improvements placed on each lot, as well as to make such exceptions to these Reservations and Restrictions as the Committee, hereinafter designated, shall deem necessary and proper. Whether or not provision therefore is specifically stated in any conveyance of a lot made by Sunridge, Inc., the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plat plan have been approved in writing by the Committee hereinafter provided. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within sixty (60) days after written request therefor, then such approval shall not be required;

BOOK 1542 PAGE 2406

provided that no building or other structure shall be erected which violates any of the covenants herein contained.

7. Sunridge, Inc., shall appoint one or more persons to the Committee herein referred to and a Successor Committee or Committees shall also be appointed by Sunridge, Inc.. After January 1, 1986, all privileges, powers, rights and authority shall be exercised by and vested in a Committee to be selected by a majority of lot owners in Sunridge Highlands No. 7.

8. No trucks and no commercial type vehicles shall be stored or parked for any extended period of time on streets in Sunridge Highlands No. 7.

9. The elevation of a lot shall not be changed so as to materially affect the value or usability of the surrounding lots. No rock, gravel or clay shall be excavated or removed from any property for commercial purposes.

10. No animals, except horses, of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that none of the above animals, including horses, are kept, bred or maintained for any commercial purpose. No commercial activity of any kind shall be conducted upon any lot in Sunridge Highlands No. 7 except where approved in writing by the Committee. No signs or other advertising shall be displayed on any lot unless the size, form and number of same are first approved in writing by the Committee. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon the premises. In the event that any owner of any property in Sunridge Highlands No. 7 shall fail or refuse to keep such premises free from refuse piles or other unsightly objects, then the Committee or its designee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such removal a lien shall arise and be created in favor of the Committee or its designee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefore.

BOOK 1542 PAGE 2407

11. The use of firearms within the subdivision area is prohibited. Hunting and firearms use shall be permitted in the common area, except where specifically limited by the Committee for the common good.

12. Extreme caution must be exercised in the handling of fire, therefore, no open fires shall be permitted, except in areas and/or control devices approved by the Committee. The Committee shall properly provide notice of this requirement and set up fines and penalties for their violation.

13. Fire Suppressive Requirements:

Lots

1. All hazardous fuels in the form of native vegetation will be cleared to not less than 30 feet around structures. Fuel breaks may contain individual specimen trees, ornamental plants or similar vegetation used as ground-cover; provided they do not provide a means of transmitting wildfire from native vegetative to structures.
2. Trees in fuel breaks shall be pruned and kept free of dead vegetative materials.
3. All vegetation removed during construction will be disposed of by chipping, burial or removal.
4. Excess flammable construction material will be disposed of by burial or removal or other means approved by the County Building Inspector.
5. Combustible trash and rubbish shall be removed from site where practical, burning in incinerators with screened outlets with 1/2 maximum opening and 16 gauge wire minimum size shall be allowed. Vegetation of highly flammable nature shall be cleared within 15 feet of incinerator.
6. One exterior freeze proof water tap far enough from the dwelling to permit hose protection to all sides and roof of the dwelling shall be provided at each lot.

Buildings

1. Fuels will be removed to a minimum of 15 feet around all chimneys, stove pipes and outdoor fireplaces.
2. Roof and exteriors of structures will be constructed of fire resistant materials such as rag felt roofing, gravel, tile, slate, asbestos cement shingle, sheet iron, brick, aluminium or fire retardant-treated wood shingles or shakes.
3. Structural projections such as balconies, decks and roof gables will be constructed of fire resistant materials or materials treated with fire retardant chemicals.
4. Roof, attic and underfloor openings will be screened or closed off.
5. All chimney or stovepipes burning solid or liquid fuels will be equipped with screens over the outlet of 16 gauge wire and have a maximum of 1/2 wide holes.
6. Flat top structures with horizontal roofs will be prohibited in areas where vegetation is higher than the roof.

BOOK 1542 PAGE 2408

14. All vehicles operated on said property shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise; said vehicles shall be operated only on the properly defined roads and rights-of-ways and not in any manner which will cause damage or harm to the natural environment and landscape of said property. The Committee shall have the power to restrict the use of any vehicle which creates such a nuisance or noise so as to prevent the majority from the proper enjoyment of their property.

15. No boundary wall shall be constructed with a height of more than seven (7) feet and no boundary line hedge or shrubbery shall be permitted with a height of more than seven (7) feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location therefor shall have been approved in writing by the Committee. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the Committee. Only natural fences and natural looking fences shall be permitted as boundary lines, no barbed wire or chain link fences may be used for such purposes.

16. Any conveyance of such property is made subject to taxes and other assessments, if any, levied or assessed against the property in the year in which it is conveyed and subject to all restrictions and limitations imposed by governmental authority.

17. The control and supervision of the Common Area surrounding Sunridge Highlands No. 7 shall be by the Sunridge Highlands No. 7 Property Owners Association and the Committee herein set up.

18. In the event governmental authority should require the installation of sanitary sewers and appurtenances in part or in all of Sunridge Highlands No. 7, the purchasers or owners of the lot or lots in the subdivision required to have such sewer system shall pay his or their proportionate share of the cost and expense of installing the sewer system. This proportionate share will be computed by the total number of lots required to be served by the sewer system or section of such sewer system and

dividing the total number of lots served into the total cost of such system. All buildings required to have such sewer must be connected to the sewer system as soon as constructed and thereafter further use of septic tanks or other sanitary disposal systems as to the lots required to have such sewer shall be prohibited. Owners of lots shall pay a reasonable monthly minimum and monthly charge for the use of the sewer system. The Committee may change, modify or extinguish any reservation or restrictive covenant in this Paragraph 18 contained when it deems in its sole discretion, reasonably or unreasonably exercised, that to do so would operate to insure the development of Highlands No. 7.

19. For a violation of a breach of any of these Reservations and Restrictions by any person claiming by, through or under Sunridge, Inc. or by virtue of any judicial proceedings, Sunridge, Inc., the Committee and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, Sunridge or the Committee, jointly or severally, shall have the right, whenever there shall be have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, which expense shall become a lien upon the property from which removed and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement.

Should the owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, Sunridge, Inc., its successors and assigns and/or the Committee, as the case may be, shall have the right to interest on such liens at the rate of eight per cent (8%) per annum and shall be entitled to receive all costs of collections, including

a reasonable attorney's fee.

20. Sunridge, Inc., does reserve the right with respect to Sunridge Highlands No. 7 to determine the course, extent and direction of any easements necessary for the purpose of installing and maintaining any public utility facilities and for such other purposes commonly incidental to the development of the property known as Sunridge Highlands No. 7. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against Sunridge, Inc., or any utility company or municipality, or any of its agents or servants are hereby waived by the owners. Sunridge, Inc., does further reserve the right to change, lay out a new, or discontinue any street, avenue or way which may be at any time established not necessary for ingress or egress to and from an owner's lot, subject to the approval of any governmental authority, if required. The property conveyed in Sunridge Highlands No. 7 is so conveyed subject to the right of Sunridge, Inc., as in this Paragraph 20, provided, which right may be exercised by Sunridge without compensation to a property owner. It is understood that when the water mains are installed, property owners are required to connect at their own expense to such mains for water for household use. Owners of lots shall pay a reasonable monthly minimum and monthly charges for water used and a connection fee of \$600.00 payable at time of connection or in any event said connection fee shall be due and payable within one year following completion of water mains adjacent to buyer's lot.

21. All structures shall be painted or stained unless constructed of ornamental masonry or brick.

22. Nothing set forth herein shall be construed to obligate Sunridge, Inc., or its successors in interest or any other person to develop, subdivide or in any manner otherwise improve the real property known as Sunridge Highlands.

IN WITNESS WHEREOF, Sunridge, Inc., has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested by its Secretary the 21st day of June 1988.

SUNRIDGE, INC.

(Corporate Seal)

By _____
President

ATTEST:

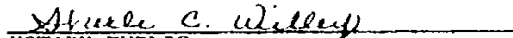

Secretary

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 21st day of June, A.D., 1988, personally appeared before me Robert M. Simonsen, who being by me duly sworn, did say that he is the President of Sunridge, Inc., and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said Robert M. Simonsen acknowledged to me that said corporation executed the same.

My Commission Expires:

7/8/91


NOTARY PUBLIC

Residing at: Bountiful, Utah

1542 2412