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**CONDITIONS, COVENENATS, RESTRICTIONS and
EASEMENTS**

IVIE FARMS SUBDIVISION

A residential subdivision

Located in Herriman City, Utah

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN PARTNERS
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ALPINE UT 84004
BY: LUG, DEPUTY - WI & P.

February 23, 2007

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Declaration of Restrictive Covenants for Ivie Farms

Whereas the undersigned being the Owners of the real property located in Herriman City, Salt Lake County, Utah and more particularly described as:

All of Lots 1 through 38, Ivie Farms Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder;

do hereby establish the nature of the use and enjoyment of the subject property and do declare that all conveyance of said Lots shall be made subject to the following conditions, restrictions and stipulations. Said conditions, restrictions, and stipulations shall be administered by the Developer. The Developer reserves the right without permission of any subsequent owners to add property, Lots, and/or future phases in the Development.

A. RESIDENTIAL RESTRICTIONS AND COVENANTS

1. Land Use and Building Type. No Lots shall be used except for residential purposes, except for any area designated on the official plat otherwise. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed three stories in height and private garages for not more than four vehicles or less than two vehicles.
2. Antennas. All conventional antennas are restricted to the attic or interior of the residence. Satellite dish antennas of 18" in diameter and smaller are allowed provided they are screened from view and or are located on the back of the house.
3. Dwelling Quality and Size. Dwelling sizes shall meet the minimum requirements of the underlying zone but shall be no less than 1500 square feet of finished living space on the main floor for a single story house and shall be no less than a total of 2000 square feet of finished living space on levels above grade for a multi-story house.
4. City and Other Approval. Herriman City Building department as per Herriman City Zoning Requirements shall approve all buildings prior to beginning construction.
5. Building Location. Building location must conform to the Herriman City Zoning Requirements. For the purpose of this covenant, eaves, steps, and porches shall not be considered as 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. Covered porches are considered part of the main structure.

6. Detached Accessory Buildings. A detached accessory building may be permitted, subject to all covenants, conditions and restrictions imposed by this Declaration and shall conform to all City Zoning requirements. The detached accessory building shall be complementary in design and composition with the dwelling placed on the Lot.
7. Temporary Structures. No structure of temporary character such as trailers, shack, barn or other outbuildings shall be used on any Lot at any time as a residence, either permanently or temporarily. No modular homes are permitted to be placed upon a building Lot for permanent use.
8. Exterior Materials. All exterior building design and materials shall be in compliance with City zoning and building the requirements and comply with the following requirements: The minimum roof pitch of the main roof shall be 6/12. Minor roofs may be a minimum of 4/12. The exteriors of all homes and buildings shall be constructed of 100% masonry products including, brick, rock, stone, stucco or other masonry products.
9. Landscaping. Landscaping on each Lot shall comply with the following standards:
 - a. Landscaping shall be installed by each homeowner in front yards and between the front property line of the house and the curb on the entire width of the Lot and the side yards of the home to the rear of the house, excluding the driveway. On corner Lots, landscaping shall also be installed in all areas between the curb and the side lines of the house between the front property line and rear property line which are visible from the adjacent public right-of-way.
 - b. Landscaping shall be installed within 6 months of the issuance of a certificate of occupancy, unless the issuance is between October 15th and February 15th in which case landscaping shall be installed not later than July 15th.
 - c. Landscaping shall include an underground irrigation system and a minimum of two trees and a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low spreading shrubs, annual or perennial flowering or foliage plants, or mineral cover. Mineral ground cover may include such materials as rocks boulders, or brick over sand. Drought tolerant and low water requirement landscaping is encouraged
10. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Ivie Farms Subdivision. 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 change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements 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.

11. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or open space 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 that are unsightly shall be permitted unless in enclosed areas designed for such purpose. No camper, trailer, boat, large truck or commercial vehicles shall be parked on public streets within the development, except for temporary parking not to exceed forty-eight (48) hours.
12. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be permitted. The sight line is determined by City Standards. No tree shall be planted or permitted to remain within such distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. 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 on any Lot except in sanitary containers. All incinerators or other equipments for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each Lot and its abutting street(s) 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. No grass clippings, trash debris, or pet feces will be discarded on open spaces.
14. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.
15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through

drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility company is responsible.


16. Fencing. Fencing on any Lot shall be in accordance with Herriman City Zoning Requirements, and further, all rear and side yard fencing within the development shall be consistent with the six foot vinyl privacy fence installed around the perimeter by the Developer.
17. Solid Landscaped Screens Adjacent to Open Space Areas. Landscaping comprised of shrubs or trees may be planted along a property line adjacent to an open space area to create a solid screen.
18. City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Herriman, Salt Lake County, and the State of Utah which may apply, including, without limiting the generality of the foregoing, all zoning and land use ordinances.
19. Soils Report. After the footing excavation and prior to the pouring of the footing of every structure to be constructed in the Subdivision the owner shall provide to the City Building Inspector a Comprehensive Engineering Analysis prepared by a licensed geotechnical engineer, which analysis shall delineate the type of soils and offer recommendations for footing design and soils preparation in compliance with the International Residential Building Code, Section R401.4.
20. Additional Phases. Developer may develop additional phases and/or subdivisions on real property adjacent to or proximate with the property described in this Declaration. Owner reserves the right to subject such additional phases and/or subdivisions to the terms of the Declaration at a later time. Owner shall be permitted to subject such additional phases and/or subdivision to this Declaration by recording with the Salt Lake County Recorder a supplemental declaration. If Owner subjects such additional phases and/or subdivisions to this Declaration, owners of Lots in such additional phases and/or subdivisions shall be subject to this Declaration and have the same rights as owners of Lots of the subdivision described in this instrument.

B. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owner of the Lots has been recorded agreeing to change said covenants in whole or in part.
2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In addition, any owner that violates or allows other occupants to violate these restrictive covenants shall be subject to fines set by the Developer.
3. Severability. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. Prior to Owner's sale of any Lots which are the subject of this Declaration, the Owner may amend and restate this Declaration, subject to approval of any such amendment and restatement by the City.
5. City Approval. The Developer shall create and approve restrictive covenants for the subject project which shall be approved by the City and shall be incorporated herein by reference and recorded together with a Development or Subdivision Agreement. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Herriman City. The City shall be considered a beneficiary of said Restrictive Covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and the extent determined appropriate by the City to enforce any of the restrictive covenants or requirements.
6. Limitation of Liability. All lot owners, by accepting title to their respective Lot, waive any and all rights to pursue damages either actual or punitive, court costs, or attorney's fees against the Developer, or any other lot owner for actions or delays caused by the attempt to enforce the provisions of this document.

IN WITNESS WHEREOF, the undersigned Declarant/Developer has executed this Declaration this 22nd day of February, 2007

DECLARANT:

By: 

Mike Dunn Manager
Dunn Construction, LLC
679 North 1500 West
Orem, UT 84057

STATE OF UTAH :
COUNTY OF SALT LAKE :

On this 22nd day of February, 2007, personally appeared before me, a notary public in and for the State of Utah Michael Dunn Manager of Dunn Construction, LLC, the signer of the above instrument, who duly acknowledged to me that he has the authority to execute the within and foregoing instrument on behalf of said company, and that said company executed the same.



Notary Public

Residing in:

My Commission Expires: Notarial Seal

