

When Recorded Return To:
B& E Development LLC.
Bradley Zarbock
3014 E. Apple Blossom Circle
Sandy, UT 84092

10072912
04/20/2007 10:32 AM \$18.00
Book - 9452 Pg - 6384-6388
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CARRIE NATE
1717 E SUMMER STONE CT
SANDY UTAH 84092
BY: SAM, DEPUTY - WI 5 P.

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions ("Declarations") is made as of 17 day of APRIL 2007 BY B&E DEVELOPMENT LLC. A Utah Corporation (Declarant).

RECITALS

A. Declarant is the owner of the following-described land situated in the city of Sandy Utah. Salt Lake County, State of Utah, more particularly described as Follows: All of Lots 1-6 TALL PINES ESTATES subdivision, according the official Plat thereof of record in the office of the Salt Lake County Recorder, State of Utah.

B. All of the foregoing lots shall sometimes be referred to in this Declaration collectively as "Lots", and one the Lots shall be referred to in this Declaration as a "Lot".

C. Declarant is executing this Declaration for the benefit and protection of the Lots, Declarant, and the other owners thereof.

NOW THEREFORE, Declaration hereby declares as follows:

Section1: Effect of declarant, The covenants, conditions and restrictions contained in this Declaration shall constitute covenants running with the land of each lot and shall restrict and govern the use of each Lot regardless of the subsequent sale or transfer thereof.

Section 2: Restriction With Respect to Animals: No animals or fowl with the exceptions of household pets.

Section3: Permitted Animals: Household pets only, dog, cats,small birds, fish etc.

Section 4: Architectural Control: The architectural Control Committee (ACC) shall be composed of the Board of Directors of B&E Development LLC. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in letter form. The Owner must submit a set of formal plans specifications, and site plan to the Committee before preview process can commence. In the event the Committee or its designated representative fails to approve or disapproves within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. Plan review by A.C.C. fee shall be \$400.00.

Section 5: Other Architectural Control. So long as Declarant owns any of the Lots, Declarant shall have the exclusive right to determine the general style, materials, color and design of the residences to be constructed on the Lots, so long as all of the residences are reasonably compatible with one another as to those attributes. If, at the time a residence is to be constructed on a Lot, (1) Declarant declines to make such determination within a reasonable amount of time following the request for such determination by the owner(s) of the Lot, (2) Declarant is no longer in business, or (3) Declarant no longer owns any of the Lots, the residence shall be designed and constructed to be reasonably compatible with the other residences on the other Lots. No home in subdivision may be 100% stucco, also no siding will not be allowed. Garages if attached shall be 3 car or larger, and shall be side entry if the lot is wide enough to allow it. Minimum yard set-backs shall comply with current city requirements. Once a residence is constructed, the owner(s) of the Lot shall maintain the residence in a state of good condition and repair.

Section 6: Stream allowances: Portions of Lots 1,2&3 lie within a stream allowance and buyers of said lot(s) shall be obligated to adhere to the Conditions, Covenants and Restrictions of this order. Also lots 1&6 have a buried irrigation ditch which Buyers shall be obligated to adhere to the conditions, Covenants and restriction of this order. The stream may not be full of water year around due to drainage from surrounding areas. B&E DEVELOPMENT assumes no liability for accident, injury, death of any person or animal caused by entering stream area.

Section 6:1 Sewer lateral. The sewer connection and exact location is the responsibility of the builder. Be advised that actual depth of sewer lateral is solely builder's responsibility.

Section 7: Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 8 : Nuisances, No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the

neighborhood.

No signs, billboards, nor advertising structures may be erected or displayed on any lots herein before described or parts or portions thereof, except that a single sign not more than 3x5 in size advertising specific unit for sale or house for rent or constructions sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all lots in the subdivision are sold. All sign placement to be in accordance with city sign ordinances then in effect.

Section 9: Temporary Structure. No Structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence. Either temporarily or permanently. Any unattached building garage, storage sheds, etc. shall be constructed of same exterior as house.

Section 10: Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Not trash, ashes, or any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot herein before described or any part or portion thereof. All homes must subscribe to a city garbage disposal service.

Section 11: Fencing. No fence or other similar structure shall be erected in any required front yard or a dwelling to a height in excess of three and one-half (3 ½) nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of seven (7) feet.

Materials or Fences: All fences installed by property owner must be approved by A.C.C. The fence may be either a rail fence, semi private or fully private. No chain-link will be allowed. All fences require a building permit from Sandy City.

Section 12: Maintenance. Every lot including the improvements in said subdivision shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

Section 13: Amendment. So long as Declarant shall be an owner of any of the Lots, he shall have the right to amend this Declaration as he deems appropriate without the consent of any the other lot owners.

Section 14: Severability, Should any provision of this Declaration be deemed unenforceable for any reason, the remaining provisions of the Declaration shall continue in full force and effect to the extent permitted by law.

Section 15: Enforcement. Every owner of a Lot, whether owning it alone or jointly. Shall

comply strictly with the provisions of this Declaration, and failure to comply shall be grounds for action to recover sums due for damages, for injunctive relief, or both maintainable by declarant or by any other owner or co-owner of a lot.

Section 16: Construction. Lot owners are responsible for any damage to the curb, gutter, sidewalk or street caused by their building contractor during the construction period. There will be a \$1,000 damage bond payable on closing. Refund will be made after final inspection of home. Refund will be made after inspection by declarant and any repairs have been made. The cost of repairs will be deducted from potential refund.

Section 17: Satellite Dishes and Antennas: All satellite dishes and TV antennas must be placed within the enclosed area of the home or garage. Any exceptions must be approved in writing by the A.C.C. The A.C.C. will approve, upon written application, small digital satellite dishes that are not visible from the street.

Section:18: Vehicles. No vehicles of any kind are permitted to be parked on the street between 2:00 AM and 6:00 AM. Rv's, campers, trucks, boats, snowmobiles, etc. must be parked in the garage or behind the front set-back line of the home. They may not be parked in driveway or street.

Section 19: Dumpsters. All builders are required to have and use dumpsters and portable toilets on the construction site. Portable toilets may be shared by adjoining lots.

Section 20: Topical Headings. The headings appearing at the beginning of the paragraph of this Declaration are for convenience or reference and are not intended to describe, interpret, define, or otherwise affect the content, meaning or intent of the language of this Declaration exclusive of such headings.

Section 21: Effective Date. This Declaration shall become effective upon recordation in the Office of the County Recorder of Salt Lake County, State of Utah.

The architectural Control Committee believes that awareness and enforcement of the Restrictive Covenants will maintain and enhance the desirability of TALL PINES ESTATES SUBDIVISION for all residents.

IN WITNESS WHEREOF the undersigned, being the Declarant, has caused this instrument to be executed this 17 day of April 2007.

State of Utah

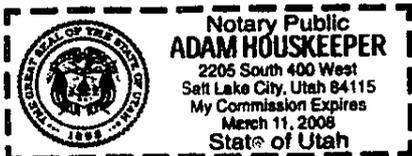
County of Salt Lake

B&E DEVELOPMENT LLC.

BY *Bradley Zarbock*

Bradley Zarbock Managing Member

The foregoing instrument we acknowledge before me this 17th day of April 2007
by: Bradley Zarbock



Adam Houskeeper
Notary Public
My commission expires: 3-11-08

Buyer(s) Signature _____

Date _____