

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BEVERLY ESTATES SUBDIVISION**

This declaration is made this 18th day of August, 2009 by Deseret First Federal Credit Union, majority share holder and owner, whose address is 2480 South 3850 West, Salt Lake City, UT 84120

5-12

RECITALS

A. Deseret First Credit Union is the owner of Beverly Estates Subdivision Lots 1 through 13, inclusive, as shown on the subdivision plat map filed in the Salt Lake County Recorder's Office in Book 2007P at Pages 212. Entry 10110329

B. It is deemed that one common plan of restrictions is desirable for Beverly Estates Subdivision Lots 1 through 13, inclusive, as shown on the map.

Now, therefore, for the purpose of creating one common plan of restrictions for all of Beverly Estates Subdivision Lots 1 through 13, inclusive, as shown on the subdivision plat map filed in the Salt Lake County Recorder's Office in Book 2007P at Pages 212, Deseret First Credit Union, its successors and assigns, and each and every person who after this declaration shall become the grantee in any conveyance of the described lots or any part of the same, do now provide for a common plan of restrictions and by this declaration do provide that all of the Beverly Estates Subdivision Lots 1 through 13, inclusive, and all subsequent grantees, their heirs, executors, administrators, successors and assigns, shall be restricted in accordance with the following covenants:

27-10-427-040-047
430-001 thru-005

1. Planned use and Building Type

Improvements erected on any lot in the Beverly Estates Subdivision shall be used exclusively for residential purposes by a single family.

2. Architectural Control

a. No home or other structure shall be erected, placed or altered or structurally altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot has been approved by the Architectural Review Committee. The Architectural Review Committee shall initially consist of Tom Capece, Roland Whitesides and Cody Oborn. If any shall cease to serve for any reason, either may appoint a replacement from amongst the owners of homes in the Beverly Estates Subdivision. The Architectural Review Committee shall always consist of two (2) of the owners of homes in the Beverly Estates Subdivision. In the event Tom Capece, Roland Whitesides and Cody Oborn cease to serve as members of the Architectural Review Committee for any reason, and in the event the remaining member fails to designate a successor, a majority of the owners (one vote per home) shall elect a successor. The address and contact information of Tom Capece, Roland Whitesides and Cody Oborn are as follows:

10781426
08/20/2009 10:48 AM \$31.00
Book - 9756 Pg - 5753-5757
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DESERET FIRST FEDERAL CR UN
2480 S 3850 W STE C
SLC UT 84120
BY: ZJM SP

Tom Capece
801-456-7556

Roland Whitesides
801-456-7065

Cody Oborn
801-456-7066

Deseret First Credit Union
2480 S. 3850 W., Suite C
Salt Lake City, UT 84120

Any changes in committee members and/or contact information shall be reflected by written notice delivered to all homes in Beverly Estates Subdivision. Any owner may request in writing, of current Architectural Review Committee members, that such notices be sent to a different address.

b. Approval from the Architectural Review Committee shall be obtained with respect to harmony of external design with existing structures, type and quality of proposed materials and methods of construction and with respect to location of the home or any other structures on the lot including the elevation in relation to the road on which the dwelling fronts, the elevation of other homes in the Beverly Estates Subdivision and the elevation of other unimproved lots in the Beverly Estates Subdivision. The structure must be constructed in accordance with such approved plans. The Architectural Review Committee has the right to examine the improvements as they are constructed to make sure that the construction takes place in accordance with the plan.

If the Architectural Review Committee fails to approve or disapprove such plans within thirty (30) days after the plans have been submitted to it, or in any event, if no suit to enjoin the improvement has been commenced within one hundred eighty (180) days after the completion of construction of the improvement, such approval will not be required and the improvement will be deemed to be in compliance with this covenant.

Neither the members of the committee nor their designated representatives shall be entitled to any compensation for any of the services performed pursuant to this covenant, nor shall any of the purchasers of the lots or their successors in interest have any recourse against any members of the Architectural Review Committee as a result of their alleged failure to enforce compliance with these restrictions.

3. Dwelling Quality and Size

a. All homes shall contain a minimum of 1,700 square feet of living space exclusive of garage and enclosed patios or porches for a rambler style home. Multi-level homes must have an aggregate of 2,200 square feet above ground.

b. The exterior of each home shall be of masonry construction, which may be stucco, cultured rock, rock or brick. The mail box for each home shall be constructed in pillar fashion and the exterior of the pillar shall match the masonry material used on the exterior of the home.

c. Each home shall have a full basement and a private attached garage or an architecturally compatible detached garage with a covered walkway or wall connecting it to the dwelling. The garage shall have space for not less than two cars and no more than four cars, and shall be constructed at the same time the dwelling is constructed. The garage shall have the same masonry exterior as the home and the roof line of the garage shall match the roofline of the home.

4. Building Location and Landscaping

a. The owner of a lot in the Subdivision must commence construction of a home on the lot within twelve (12) months of purchase of the lot from Deseret First Credit Union, and the construction must be completed within twelve (12) months after its commencement.

b. No lot may be re-graded or the topography of the lot altered in such a manner so as to change the existing natural grade or adversely affect the natural drainage of the lots.

c. No fence may be erected or maintained on any lot or lots in the area between the front line of the home on the lot and the front line of the lot. No lot on which a home has not been constructed may be fenced unless the lot is adjacent to a lot or lots owned by the same individual on which there is a home occupied by the owner. In such a case, the additional lots may be fenced as long as no fence is located in an area bounded by the extension of the front line of the home and the front line of the lot in question. In any event, no fence may be over six (6) feet in height. All fences shall be pre-cast concrete (similar to the property border fence for Beverly Estates Subdivision). However, vinyl fencing may be used so long as it is not white (off-white is acceptable). Other fencing materials must be pre-approved in writing by the Architectural Review Committee. There shall be no chain link fencing permitted. For purposes of this paragraph, any boundary line adjacent to the road will be considered a "front line."

d. Any trees, excess soil or other debris collected from the individual lots must be removed from the Beverly Estates Subdivision at the homeowner's expense one (1) month after completion of construction of the home on the lot. No trees, boulders or debris are to be placed on any lot other than the individual lot currently being built upon.

e. All lots with a home and adjoining lots owned by the same owner, whether or not a home is constructed on the adjacent lot, must be fully landscaped and regularly maintained. Twenty percent (20%) of front yard landscaping shall consist of trees, rock, bushes and shrubs. All front, rear, and side yards shall be maintained in a neat and tidy manner at all times.

f. No detached accessory buildings or sheds may be erected and maintained on any lot unless they are constructed of the same material and of the same type of architectural design as the home. No detached accessory building or shed may be larger than two hundred (200) square feet or higher than twenty (20) feet.

g. All driveways must be constructed out of concrete.

5. Nuisances

a. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot which may be or may become an annoyance or nuisance to any resident of the Beverly Estates Subdivision.

b. Any boats, motor homes, and vehicle trailers stored on the premises shall be maintained in an enclosed garage, or, in the alternative, shall be maintained as closely as possible alongside a garage, or to the rear of the home, as closely as possible to the home, preferably behind a fence.

c. No signs shall be erected or permitted to remain on any lot or upon any structure on the lot except a sign not exceeding two (2) feet wide and two (2) feet high displayed in connection with the sale of the premises.

d. No animals or birds of any kind shall be kept on the premises for commercial purposes and domestic pets, as permitted in this paragraph, shall be kept upon the Beverly Estates Subdivision lot of their owner. No dog houses shall be erected on the lots except behind the home in such manner that such dog houses shall not be viewable from the public street in front of the home.

e. Any secondary water system used at a lot must be a pressurized system and not flood irrigation. If there is a required secondary system, the lot owner shall be responsible for pumps and any other equipment and lines necessary to connect to the main system in the Beverly Estates Subdivision.

f. No rubbish, garbage, or debris shall be allowed to remain on any lot. Trash, garbage, or other debris shall not be kept except in sanitary containers. No rubbish, garbage, or debris shall be burned.

g. Unregistered or non-operational vehicles must be kept, if at all, in the owner's garage.

C. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which the covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by all the owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

D. Notwithstanding anything to the contrary contained in these restrictions, Deseret First Credit Union shall have and does now reserve the right at any time, without the joinder or consent of any other party or entity, to amend these restrictions by an instrument in writing duly signed, acknowledged and filed for record in the Salt Lake County Recorder's office, so long as such amendment will not be inconsistent with the general overall plan for the development of the Beverly Estates Subdivision.

E. If any covenant is adjudged to be invalid or void by judgment or order of a court of record, all other covenants contained in this declaration shall remain in full force and effect.

F. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, cause the

removal of violating structures or improvements, or to recover damages. The offending party, if found to be in violation or out of compliance, shall be responsible for the costs and reasonable attorney's fees of the petitioner or plaintiff.

G. Purchasers of the lots affected by these restrictions and their successors in interest will have no recourse against Deseret First Credit Union, or against any members of the Architectural Review Committee, its agents and representatives or their successors in interest as a result of any failure to enforce compliance with these restrictions.

The undersigned, acting as the representative of Deseret First Credit Union has caused this declaration to be executed in Salt Lake City, Utah on the date indicated below.

Date: 18 August 2009

Tom Capece
Tom Capece, Authorized Representative

STATE OF UTAH)
) ss
County of SALT LAKE)

On the 18th day of August, A. D. 2009 personally appeared before me, Tom Capece, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Ruth S. Stoddard
Notary Public

My Commission Expires: *12-2-12*

Residing at: *Salt Lake County*

