

CRIMSON OAKS SUBDIVISION

OF HIGHLAND, UTAH

ENT 10834:2005 PG 1 of 9
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Feb 01 3:44 pm FEE 40.00 BY LJ
RECORDED FOR AFFILIATED FIRST TITLE COMP
ELECTRONICALLY RECORDED

PROTECTIVE COVENANTS

AND

BUILDING RESTRICTIONS

We the undersigned owners of the following described real property, to wit: Lots 1 through 12 inclusive. Crimson Oaks Subdivision, located in Highland, Utah, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts may be put hereby specifying that the said declarations (C&R's) shall constitute covenants to run with all the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, for the benefit of and limitations upon all future owners, including heirs and assigns, and any other person, corporation, or institution which may have interest in or own, in whole or in part, any portion of the described real property.

All of the lots shown on said subdivision plat(s) shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling. No COMMERCIAL business usages shall be allowed. (Commercial usage is defined as business that require commercial truck deliveries or that require or shows substantial increase in automobile traffic or increase of parking around the residence.)

An Architectural Control Committee (ACC) shall be established to regulate and review all matters relating to these Covenants and Restrictions (C&R) and their decisions shall be final. The ACC shall initially be composed of the Developer and such others as he may from time to time choose to be on or remove from the ACC. At such time as the Developer determines to resign the ACC, it shall consist of between 3 and 5 members duly elected by 2/3rds of property owners with 1 vote per lot. An ACC member may be removed by a 2/3rds vote. Members shall serve for a period of 1 year.

For the purpose of developing and preserving the said subdivision in an aesthetically pleasing, functional, desirable, uniform, and suitable state, and to provide a pleasant, secure, and well maintained living environment, and to protect the environment of all owners therein present and future, the following declarations are made:

I. DWELLINGS

A. SIZE

All homes shall have a minimum of 4500 total square feet as well as meet the following restrictions:

1. Single-story:

Single-story dwellings (rambler style) must have minimum of 2250 square feet of living area above grade, exclusive of garages, porches, and steps, patios, decks, walkways and basements.

2. Two-story:

Two-story dwellings must have a minimum of 2700 square feet of living area above grade, with at least 1800 square feet of the space on the main floor, exclusive of garages, porches, and steps, patios, decks, walkways and basements.

B. ARCHITECTURE

1. General Style

- a. No modular homes, prefabricated or pre built homes, round homes, steel homes, or log cabin homes shall be built or erected.
- b. Aluminum/Vinyl siding will NOT be allowed.
- c. Homes shall not exceed two stories above grade, except that bonus type attic rooms or lofts may be allowed within otherwise existing roof space so long as they do not have undue prominence or give the appearance of a third full story, unless specifically approved by the ACC. All exterior colors and materials shall be subject to ACC approval.
- d. All exterior materials shall be of masonry construction; of which not more than 40% of the front and 80% of the sides shall be stucco. At least 60% of the front shall be stone, cultured stone or brick.

2. External Mechanical Equipment

Evaporative cooling devices ("swamp coolers") will not be allowed. Central heating/cooling related devices (condensers, fresh-air-induction ports, etc.) shall not be located in front of houses, and side-yard installations must be reasonably screened from street viewpoint.

3. Roof

Materials and colors are subject to ACC approval. All roofs must be a minimum of a 20 year guarantee architectural grade asphalt shingle or equivalent or better tile, decorative metal, or wood shake/shingle.

4. Plans

All house plans must be approved and have a signature of the ACC before the home builder can start construction. It is the responsibility of the lot owner to make sure ONE COMPLETE set of plans have been submitted and approved by the ACC. This approved set must be used by the general contractor. The owner must insure that the general contractor receives and signs a copy of the C&R's and abides by them. Likewise, buyer of a speculation built home must be informed of the content of the C&R's. Homeowners are responsible for informing subsequent resale buyers of these C&R's.

II. EXTERIOR IMPROVEMENTS

A. Outbuildings:

1. Detached accessory buildings such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and are encouraged if said buildings:

- a. Meet all applicable zoning requirements with respect to size or location, or any other requirement including the avoidance of recorded easements;
- b. Conform in design and materials with the primary residence home on the lot, and are not closer to the street than the front of the structure;
- c. They are not located adjacent to the front setback of the lot or closer than 10 feet to either dwelling, another outbuilding, or property line.

B. Satellite Dishes and Solar Heating Units:

Radio, shortwave, television and any like purpose antennae may not be installed on the exterior of any dwelling, outbuilding, or roof thereof unless approved by ACC Committee. Satellite TV dishes and solar heating units may also be installed for non-commercial purposes if they are not within the front yard setback, and as long as they are not on the front of the dwelling.

C. Landscaping

1. Planter Strip Maintenance

The planter strips between street curbs and sidewalks in front yards (or side yards of corner lots) shall be maintained in an aesthetic manner so as to pose no hazard to pedestrians, bicyclists, or motor vehicles. Planter strips shall be planted with grass and trees, no rocks or concrete in planter strips except where for ingress to a driveway.

2. Maintenance and Weed Control

All owners shall endeavor to maintain landscaped portions of their lots in a reasonable state of upkeep and orderliness so as not to distract from the appearance of the subdivision. Weeds and vegetation of any kind on un-landscaped portions of any lot shall be maintained under six inches. If an owner fails to properly maintain weeds, the Developer or the ACC shall at their option do such work as deemed necessary and owner agrees to immediately pay for such costs as they are incurred.

3. Timing

Front and side yard landscaping must be 100% complete within 9 months from issuance of occupancy permit. Rear yard landscaping is to be completed within 18 months of the issuance of occupancy permit.

D. Fencing

In all cases, homeowners agree to abide by pertinent local zoning ordinances, both in letter and intent, especially as they relate to clear sight driving safety conditions on corner lots near driveways potentially obscured by curves in the roadway. No chain-link fences shall be permitted unless interior to a privacy fence such as a six foot vinyl fence, block wall, or similar construction. All fences shall be subject to ACC and Highland City approval. Front yard fences shall not exceed 3 ft, in height back and side yard fences shall not to exceed 6ft. Fences interior to the privacy fence such as fences around sport courts and dog kennels shall not be subject to the height restrictions in these C&R's.

III. LAND USAGE

A. Occupancy:

All dwellings in this subdivision are for single family occupancy, in accordance with local zoning ordinance.

B. Animals:

1. Commercial Uses:

No animals, large or small, domesticated or otherwise shall be kept, maintained, housed, or bred for commercial purposes of any kind.

2. Pets

Dogs, cats, and other domesticated household pets may be kept but no in excess of 4 which would have outdoor access. Pets which are given outdoor access must be contained within the owner's backyard. Pets and their containment areas (if which area has been designated the owner's backyard) must be maintained in a clean and humane state. Other restriction may apply in accordance with local animal control ordinances, specifically leash laws.

3. Large Animals

Animals will be permitted on any lot of a minimum 30,000 sq. ft. conforming to city ordinances requirements with the exception that no pigs, cattle, or chickens will be allowed. A maximum of 2 adult and 2 offspring under 1 year old including horses will be permitted. All barnyard animals must have approved shelter which must be a least 100ft. from the street and 15 ft. from the side property lines.

4. Liability

Owners shall be liable for any and all damage or loss caused by their animals, whether pets or horses, to the person or property of other lot owners (or their invitees). Animal owners will be responsible for maintaining control over animals they own at all times if such animals are taken out of their containment area. Under no condition are pets to roam free in the neighborhood nor shall they be allowed to create a nuisance for neighboring lot owners due to noise, odor, or unsightliness.

5. Fowl and Other Animals

The keeping of fowl or other small animals not already mentioned (reptiles, rare animals, etc.) shall be limited by existing animal ordinances.

C. Nuisances

Offensive or noxious activities or objects, which may become an annoyance or nuisance to the neighborhood, shall not be allowed on any lot; such nuisances include, but are not limited to, loud or disturbing noises, frequent or repetitive noises (whether produced artificially or by animals of any kind), the creation of unsafe or hazardous physical conditions, and the creation of effusive odors. Noises due to legitimate construction or maintenance purposes are excluded from this provision. Hobby use of noise-producing machine tools or other noise-producing implements shall be performed in an environment that will insulate other residents from the noise.

D. Parking and Storage

1. For safety reasons and to protect the aesthetics of the subdivision, street parking shall not be allowed, the exception being vehicles belonging to short-term visitors (staying not more than a week) of commercial vehicles in the process of providing goods or services to the homeowner.
2. Additionally, no inoperable automobile shall be placed or remain on any lot or adjacent street for more than 96 hours before being removed. No commercial vehicles heavy machinery, construction equipment, junk, junk vehicles, commercial materials, dilapidated appliances or similar objects shall be stored on any lot or parked on any adjacent street.
3. Recreational vehicles, including but not limited to motor homes, trailers, campers, boats, hang-gliders, ultra-light airplanes, off-road vehicles, snowmobiles, or similar vehicles shall be parked or stored behind the front yard setback.

E. Trash Debris

No trash, ashes, nor any other refuse or debris may be dumped, disposed or, or stored on any lot. All home owners must subscribe to the city garbage disposal service.

F. Temporary Structures

No structure of a temporary character, or trailer camper, motor or mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

IV. IRRIGATION

All lots will be stubbed with Highland City's pressurized irrigation system. Connection to the system and signing up for service at the city office shall be the lot owner's responsibility.

V. GENERAL PROVISIONS

A. Limitation of Verbal Statements

No verbal statements by any person, developer, contractor, marketing agent, banker, lot owner, or any other person associated with the development, marketing, or sale of lots in the Crimson Oaks Subdivision shall be binding upon any person or entity. These written covenants and any written declarations of approvals or variances constitute the sole and final embodiment of any warranties, promises, or commitments whether explicit or implied.

B. Zoning and Governmental Compliance

All applicable zoning or governmental rules, regulations, and ordinances of Highland City, Utah County, or higher governmental agencies must be complied with regarding all activities within the subdivision. When a subject is covered both by this set of covenants and a governmental or zoning rule, restriction, or ordinance, the more restrictive requirements shall be met.

C. Amending of Covenants

A vote of 2/3 of the recorded lot owners will be required to amend these covenants, including lots still held by developer.

D. Severability

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

VI. ACKNOWLEDGEMENT

It is required that each and every buyer of a lot in this subdivision read and understand these Protective Covenants and Building Restrictions, and they must initial pages 1-7 and sign this document where indicated below, specifying that they have read this document and agree to abide by this provisions for the mutual benefit of all lot owners.

If the parties hereto, or any of them , or their heirs or assigns shall violate or attempt to violate any of these PROTECTIVE COVENANTS and BUILDING RESTRICTIONS, herein it shall be lawful for any person or persons owning any real property in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS, and which to prevent him or them from so doing may recover damages, attorneys fee's, court costs, or other costs for such violation.

By signing this document, I acknowledge that I have read and am familiar with the PROTECTIVE COVENANTS and BUILDING RESTRICTIONS described in this document and promise to abide by and obey all provisions set forth herein.

Steven Fuller

Developer's Signature

2/1/05

Date

State of Utah

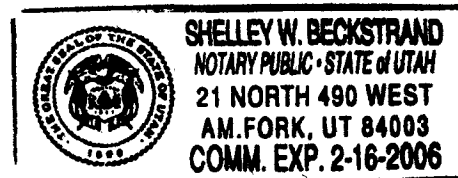
ss.

County of Utah

On the 1st day of February , 2005, personally appeared before me Steven Fuller, who being by me duly sworn did say, each for himself, that he is the manager of Sanctuary Design Build, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company aby authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.

[Signature]

Notary Public



SURVEYOR'S CERTIFICATE

I, GEORGE B. WILSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 170766, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN OF THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS AND EASEMENTS, AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING NORTH 1628.76 FEET AND EAST 29.38 FEET FROM THE SOUTH ¼ CORNER, SECTION 2, T5S, R1E, SALT LAKE BASE & MERIDIAN, THENCE AS FOLLOWS:

NORTH 00 DEG 16 MIN 33 SEC WEST ALONG THE EAST R/W LINE OF 6000 WEST STREET, 479.58 FEET; THENCE NORTH 89 DEG 24 MIN 48 SEC EAST 969.41 FEET; THENCE NORTH 01 DEG 39 MIN 52 SEC EAST 92.96 FEET; THENCE SOUTH 59 DEG 04 MIN 24 SEC EAST 132.13 FEET; THENCE SOUTH 63 DEG 54 MIN 52 SEC EAST 624.09 FEET; THENCE SOUTH 00 DEG 35 MIN 12 SEC EAST 93.95 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT 419.37 FEET, WHOSE RADIUS IS 613.17 FEET AND WHOSE CHORD BEARS SOUTH 88 DEG 21 MIN 53 SEC WEST 411.24 FEET; THENCE SOUTH 68 DEG 46 MIN 18 SEC WEST 195.93 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT 253.05 FEET, WHOSE RADIUS IS 687.17 FEET AND WHOSE CHORD BEARS SOUTH 79 DEG 19 MIN 16 SEC WEST 251.62 FEET; THENCE SOUTH 89 DEG 52 MIN 15 SEC WEST 788.63 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT 23.60 FEET, WHOSE RADIUS IS 15.00 FEET AND WHOSE CHORD BEARS SOUTH 44 DEG 47 MIN 51 SEC WEST 21.24 FEET TO THE POINT OF BEGINNING, CONTAINING 14.6825 ACRES OF LAND. BASIS OF BEARINGS IS UTAH STATE PLANE BEARINGS.

MARCH 15, 2004


GEORGE B. WILSON