

The Protective Covenants of Heritage Lane Subdivision

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JAMES ASHAUER, DAVIS CNTY RECORDER  
1998 MAY 29 11:03 AM FEE 20.00 DEP REC  
REC'D FOR WEST BOUNTIFUL CITY

1. All lots in the tract shall be known and described as residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a detached single family dwelling not to exceed two stories in height and a private, enclosed garage for not less than two cars, which garage may be attached or detached.
2. **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. To protect all adjacent property owners, all lots must be constructed and graded to meet all the grades shown on attached drawing Figure #1. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee shall be, and hereby is composed of Ron Robinson of Davis County, Utah. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any completion for services performed pursuant to this covenant. At any time, the then record owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
3. **LANDSCAPING:** Finished landscaping for front yard areas shall be completed within one year after occupancy.
4. **DWELLING SIZE AND QUALITY:** The ground floor area of the main structure shall be not less than 1300 square feet for a one story residence, nor less than 2000 square feet of finished floor area in the event of a two story residence, exclusive of open porches and garages. The main structure and any accessory buildings shall be of a quality of workmanship and materials substantially the same as the surrounding homes in this subdivision. Exterior walls on the ground floor level must be finished with quality brick, rock, or stucco. Partial siding must be approved by Ronald A. Robinson, designated representative for Architectural Control.
5. **BUILDING LOCATION:** All setbacks, side yards, and rear yards shall be as required by the West Bountiful City Zoning Ordinances in effect at the time of construction of any buildings on any lot.
6. **NUISANCES:** No trade or activity which may be offensive shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to anyone in the neighborhood.

7. **TEMPORARY STRUCTURE:** No structure 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.

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8. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry 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 they are not kept, bred, or maintained for any commercial purpose.

9. **EASEMENTS:** Easements are reserved as shown on the recorded plat of said subdivision, within these easements, no structure, planting, or other materials shall be raised or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or may change the direction of flow or drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area or each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

10. **FINISH ELEVATION OF LOT AREA:** All rough grade and finished elevation requirements in front and rear lot areas, as received by City Engineer, will be completed prior to occupancy.

11. **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 except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

12. **FENCES, HEDGES, ETC. AND SIGHT DISTANCE AT INTERACTIONS:** All fences, walls, hedges, or other objects of similar design shall conform to all West Bountiful City Zoning Ordinances to permitted height, etc. and shall maintain such sight-line limitations as may be set forth in such zoning ordinances.

13. Let it be known that the property North of Heritage Lane subdivision is horse property.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are reread, after which time said covenants shall be automatically extended for successive periods of 10 years of the lots have been recorded changing said covenants in whole or in part.

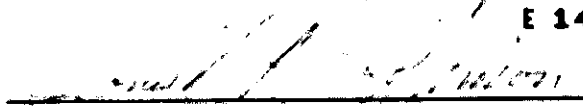
Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate against covenants, either to retain him or them for so doing, or to cover damages thereof.

Violation of any of these covenants by judgement or court order shall in nowise effect any of the

other provisions which shall remain in full force and effect.

APPROVED this 16th Day of May, 1998.

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Ronald A. Robinson, Architectural Control Designated Representative.

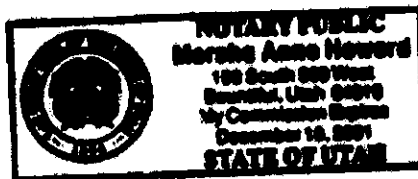
All Building Plans must be approved and signed by Ronald A. Robinson, Designated Representative for Architectural Control.

STATE OF UTAH )  
ss.  
County of DAVIS )

On the 16th day of May, A.D. 1998, personally appeared before me Ronald A. Robinson, owner of Heritage Lane Subdivision, the signers of the within instrument, who duly acknowledged to me that they signed the same as such OWNERS, and that said Owners executed the same.

My Commission Expires: Dec. 16, 2001  
Residing In: Kaysville, Utah

Morsha Anne Howard  
Notary Public



### Boundary Description

Beginning on the West line of 550 West Street (a 50 ft. wide street) at a point S 0°20'53"E 1,330.65 ft. along the Section Line and West 462.18 ft. from the East Quarter Corner of Section 13, T.2N., R.1W., S.L.B.&M. in West Beautiful City, Davis County, Utah, said point being on a 2,266.63 ft. radius curve (radius point bears N 61°45'04"W) and running thence S 69°43'33"W 161.76 ft. along the North boundary of the property described in Book 1236, Page 1115 of the Davis County Official Records; thence S 0°20'53"E 65.00 ft.; thence S 69°43'33"W 3.25 ft.; thence S 0°20'53"E 72.08 ft. along the West boundary of the property described in Book 1368, Page 1003 of said records; thence S 69°52'32"W 28.27 ft.; thence S 0°07'28"E 12.50 ft.; thence along the North boundary of Eastland Subdivision in the following two courses: N 69°16'11"W 139.25 ft.; N 0°07'28"W 12.59 ft.; thence N 0°04'54"W 313.82 ft. along the West boundary of Casa Verde Estates Plat "A"; thence N 69°52'32"E 369.33 ft.; thence Southwesterly 159.44 ft. along the arc of a 2,266.63 ft. radius curve to the right through a central angle of 4°01'46" (chord bears S 6°14'02"W 159.41 ft.) to the Point of Beginning.  
Containing: 1.9633 Acres