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RANDY SIMMONS
RECORDER, UINTAH COUNTY, UTAH
JEFF B SKOUBYE
CENTENNIAL PLAZA STE 300 45 W 10000S SAN
Rec By: HEATHER HOLMES , DEPUTY

After recording, please return to:
Jeff B. Skoubye, Esq.
Centennial Plaza, Suite 300
45 West 10000 South
Sandy, Utah 84070

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DECLARATION OF PROTECTIVE COVENANTS

for

ASHLEY HEIGHTS SUBDIVISION

UINTAH COUNTY, UTAH

THIS DECLARATION is made and executed this 1 day of May 2008 2007, by the undersigned, (hereinafter the "Declarant"), as the owner of the property hereinafter described, located in Uintah County, Utah, and more particularly described as follows:

All of Lots 201 through 229, ASHLEY HEIGHTS SUBDIVISION, PLAT B, according to the official plat thereof on file and of record in the office of the Uintah County Recorder. Tax Parcel No. N/A

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In consideration of the premises and as part of the general plan for improvement of the property comprising ASHLEY HEIGHTS SUBDIVISION, the undersigned does hereby declare the property herein above described, subject to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type

No lot shall be used except for residential purposes, No dwelling shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwellings not to exceed two stories in height and a private garage for at least two vehicles.

2. Architectural Control

a. No building shall be erected, placed or altered on any lot until the construction plans including a site plan have been approved by the Board of Directors (the

“Board”) of the ASHLEY HEIGHTS HOMEOWNERS ASSOCIATION (the “Association”) as to harmony of external design with existing structures, and the location with respect to topography and finish grade elevation. One set of plans must be submitted to the Board for this purpose.

- b. In the event the Board or its designated representative fails to approve or disapprove within ten (10) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.
3. Dwelling Quality and Size - Minimum Standards.
- a. No Dwelling shall be permitted on any lot wherein the floor area, exclusive of open porches and garage, is less than 1,000 square feet of finished floor above grade.
 - b. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon any other lot, or to violate any building code in effect at the time of construction.
 - c. All dwellings shall be required to have exterior finishes of stucco, siding, or Hardi Plank and to be of a subdued color. Roofing shall be an architectural grade shingle with a roof pitch of at least 5/12.
 - d. All dwellings shall include no less than a two bay attached garage.
 - e. All dwellings shall include front yard landscaping within six months of occupancy.
 - f. All dwellings shall include a masonry feature as part of the front façade.
 - g. No duplicate home plans with similar elevation shall be constructed next to or across the street from each other.
 - h. Front of dwellings shall include window trims of stucco, siding, brick, cultured stone or shutters.
 - i. All exterior doors shall be of fiberglass. No 100% steel doors shall be allowed.

4. Building Location and Requirements

- a. Front set backs may vary between 24' and 30' but with a maximum variance between adjacent dwellings of 2'. Side set backs shall be a minimum of 8' or 6' with a minimum distance between houses of 14', with corner side set backs a minimum of 20'.
- b. The grantee or grantees of any building lot (hereinafter "Owner") is responsible to repair or replace any sidewalk or curb that has been broken or damaged after the purchase date of the lot. The Owner will escrow a deposit of \$500.00 per lot with Declarant at closing of purchase of the lot to insure the payment of such costs. This deposit may be held for up to two years during the public improvements warranty period with Uintah County. Costs expended by Declarant to repair damages will be deducted from the deposit up to the full amount of the deposit. If such damages exceed the \$500.00 deposit amount, Owner shall pay all associated costs. Any balance of deposited funds remaining at the end of the warranty period will be returned to Owner. No interest shall be paid on deposited amounts.

5. Construction Time Following Purchase

The Owner of any building lot within the subdivision shall commence construction within eighteen (18) months of the purchase date from Declarant. If construction does not begin after eighteen (18) months, the Owner shall be responsible to landscape the first twenty (20) feet of the lot that has exposure to the street (weather permitting). Once the Owner has commenced construction upon said property, the Owner shall continue therewith and have the structure upon the property ready for occupancy as a residence within nine (9) months from the date construction is commenced.

6. Easement

An easement for installation of and maintenance of utilities and drainage facilities areas are reserved as shown on the recorded plat. Within these easements, no structure, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each of the lots shall be landscaped and maintained continuously by the owner of the lot.

7. Nuisances

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the

foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot.

8. Temporary Structures or Devices

No structure of a temporary character, trailer, basement, tent, shack, garage, non-residential garbage container, or other outbuildings shall be used on any Lot at any time. All structures shall be approved by the Architectural Control Committee and be permanent in nature and shall not be used as dwellings.

9. Vehicles

No inoperable, unlicensed, unregistered, junk or junked cars or other similar machinery or equipment of any kind or nature, shall be kept or repaired on any Lot except in cases of emergency and this only for less than a 24 hour period. RV's, trailers, campers, and other recreational vehicles may be stored on the Lot but must be screened from public view and stored behind the front set back of the lot.

Commercial vehicles up to 1 ton rated capacity may be parked on the Lot if they are used by the occupants in their normal work related business such that they are parked behind the front set back line of the Lot. No commercial vehicle shall be parked, stored or otherwise occupy any portion of the street, or the Lot in front of the Front Yard set back, except for normal delivery operations to the Lot.

10. Antennae

No radio aerial, antenna or satellite or other single receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a lot outside of the dwelling except that each owner may install 1 small dish receiving device or as an approved exception by the Architectural Committee and Board of Directors or according to Federal, State or Local laws.

11. Clothes Line

No exterior clothes dryer, clothes pole, clothes line or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, etc, be hung outside unless completely shielded from public view.

12. Garbage and Refuse Disposal

- a. The Owner is responsible during the construction of a home to see that all construction debris is contained in a dumpster and regularly removed from the building site. Sidewalks, curb and gutter are to be swept clean when construction is finalized.
- b. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

13. Animals and Pets

- a. Dog, cats, or other household pets, may be kept as permissible within current zoning regulations provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control.
- b. If in the opinion of the Board any of the forenamed pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the Board may require a reduction in the number of pets permitted or removal of any such pet considered dangerous or unsafe to the neighborhood.

14. Tree Planting

The owner of each lot in the subdivision is required to plant at least two 2-inch caliper flowering pear trees in the park strip, as close as possible to the approved "tree planting scheme". For corner lots, four trees are required. These trees are to be planted by the Owner before final inspection (weather permitting) shall be given by Uintah County.

15. Landscaping

Each lot's front and side yards are to be landscaped within six (6) months from the date the home receives final inspection approval (weather conditions permitting). Rear yards are to be landscaped within one (1) year of occupancy. Trees, lawns, shrubs, or other plantings provided by the Owner of each respective lot shall be properly nurtured and maintained continuously or replaced at the property owner's expense upon request of the Board.

16. Fences and Walls

Except for fences as may be installed and/or constructed by Declarant or Builder simultaneous with the initial construction of a dwelling on a Lot by the Declarant and/or Builder, no fence, wall or other similar enclosure may be built on the front or side yard of any Lot, except a rear yard fence. The height restriction of all enclosures or patios and open gardens, privacy screens and work area screens, shall not exceed six feet (6') in height; however, this restriction shall not apply to retaining walls required by topography, where such enclosures are approved in advance by the Architectural Control Committee and provided they do not extend beyond the minimum building lines to any Lot line and are located to the rear of the front face of the Structure. No fences and walls shall be erected or placed nearer to any street Lot line than the minimum building line. Except that corner lots may fence to the actual street side property line from the front property line to the rear so as to enclose the corner of said lot such that it does not interfere with required traffic views. Any such Fence or wall shall be decorative in character and not be of chain link, field fence, chicken wire, barb wire, cedar or other natural wood fences requiring annual maintenance. Suggested fences are vinyl, Trex, concrete, or other similar materials.

17. Neat Appearance

Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including, but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks neat, clean, plowed and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Control Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

18. Subdivision of Lots

No Owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub lots, less in square foot area than the area of the lot at the time of its initial purchase.

PART B

THE ASHLEY HEIGHTS HOME OWNERS ASSOCIATION

1. Membership

Every person or entity who is the record Owner of fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owners membership. No Owner, whether one or more persons, shall have more than one (1) membership per lot owned. In the event the Owner of a lot is more than one person or entity, such Owners shall designate in writing signed by all Owners who shall have the right to vote the membership for such lot. All Owners, jointly and severally, shall have all of the obligations and the rights of use and enjoyment for such lot as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the members spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular lot to be cast for each lot.

2. Voting Rights of Members

- a. Members shall have the voting rights set forth in the Articles and Bylaws of the Association and as further enumerated herein.
- b. Notwithstanding the foregoing provisions of this Section 2, Hawkeye Developers LLC shall have the power and authority to cast all votes for all memberships until the happening of any of the following events, whichever occurs earlier:
 - i. Upon the sale and closing of the last lot in the subdivision owned by HAWKEYE DEVELOPERS, LLC or its successor in title that are home builders;
 - ii. January 1, 2012, or
 - iii. when, in its sole discretion, HAWKEYE DEVELOPERS, LLC so determines.

3. Scope of Responsibilities

- a. The ASHLEY HEIGHTS HOME OWNERS ASSOCIATION is responsible to maintain or cause to be maintained the following described community features, including the regular upkeep (i.e.) watering, cutting, pruning and fertilizing; and the replacement if necessary, of the plants, and to make necessary repairs to fences and hard fixtures including but not limited to cement and playground equipment:
 - i. The two community parks located in the subdivision.
 - ii. The perimeter fence along the rear property lines of the lots backing 500 West and 4000 South streets.
 - iii. The perimeter landscaping in the park strip and landscape strips along 500 West and 4000 South.

The Association will make an monthly assessment to each Member for these expenses and shall employ a professional manager with a long term contract to provide for the proper maintenance of these features.

- b. The Association is responsible to maintain its own ongoing corporate existence. It may establish and fund a reserve to cover major repairs or replacement of improvements under its supervision and expend funds as necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration. It may also employ accountants, attorneys, or other agents as necessary to carry out its functions as set forth in this Declaration or its Articles or Bylaws, and to carry out such other responsibilities as are reasonable and necessary to its purposes and existence. Reasonable and necessary expenses to these purposes may be incurred, and the Association will make an monthly assessment to each Member for these expenses. This assessment will be a binding legal obligation of each Member.

4. Assessments

- a. Each Member, jointly and severally, shall, by acquiring or in any way becoming vested with his or her interest in a lot, be deemed to covenant and agree to pay to the Association the initial, monthly, and the special assessments provided for in this Declaration, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the lot with respect to which such assessment is made; and

- (ii) the personal obligation of the person(s) who is/are the Owners of such lot at the time the assessment falls due.
 - b. Each Owner shall pay to the Association at closing on a lot an initial capitalization assessment of two times the monthly assessment rate in order to provide the Association with proper funding.
 - c. Monthly assessments are due in advance on the date set by the Association, and Owners shall be notified in writing by the Association at least fifteen (15) days prior to the effective date of any change in amount of the monthly assessment. The first month's monthly assessment shall be paid to the Association at closing on a lot.
 - d. The Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair or replacement of an improvement on property over which the Association bears responsibility. Any such special assessment must be assented to by seventy percent (70%) of the votes of the Members which Members are present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose.
 - e. Upon the request of any Owner or prospective purchaser or encumbrancer of a lot, the Association shall issue a certificate stating whether or not all assessments respecting such lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.
5. Effect of Nonpayment - Remedies

Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the lot. The person who is the Owners of the Lot at the time the assessment fall due, jointly and severally, shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum compounded monthly, and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its

rights. The rights set forth in this Declaration are in addition to any other rights provided at law or equity.

6. Option for Conversion to Special Improvement District. At the option of Uintah County, the obligations and duties set forth in these Protective Covenants may be assumed by a Special Improvement District organized by Uintah County for this purpose. To the extent that a Special Improvement District created by Uintah County assumes such obligations and duties, these Protective Covenants shall be deemed to be modified and amended with respect to the specific obligations and duties so assumed such that the assumed obligations and duties are removed and of no further force or effect. If such Special Improvement District assumes all obligations and duties of these Protective Covenants, then these Protective Covenants shall terminate in their entirety and the Association's existence shall be terminated.

PART C

GENERAL PROVISIONS

1. Notices.

Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if given as required by the Bylaws of the Association for notice to Owners or Members.

2. Rules and Regulations.

The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interests of the Owners.

3. Amendment.

Any amendment to this Declaration shall require: the affirmative vote of at least two-thirds (2/3) of the Member's votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Notice, quorum, and other requirements for any such meeting are governed by the Bylaws of the Association.

4. Consent in Lieu of Vote.

In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding.

5. Interpretation.

The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

6. Covenants to Run with Land.

This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of all parties who own or hereafter acquire any interest in a Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns perpetually to the extent permitted by law; provided, however, so long as Utah law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a majority of the votes of the Members of the association present or represented by proxy are entitled to cast at a meeting duly called for such purpose. Further, no such renewal or extension shall be effective unless there is filed for record in the office of the County Recorder of Uintah County, Utah, on or before the effective date thereof an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved by the Members of the Association. Each Owner, Member or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this

Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

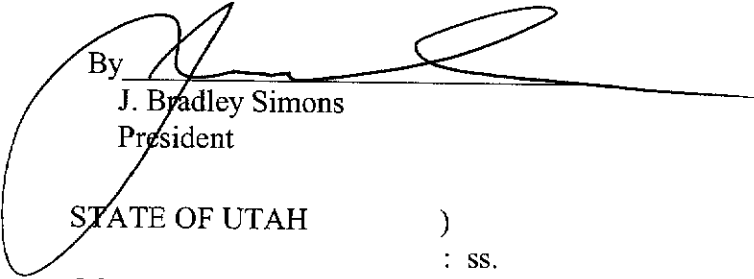
7. Enforcement.

Enforcement of the foregoing shall be by proceeding at law or in equity against every person, persons, or entity violating or attempting to violate any covenants herein, whether to restrain with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorney fee to the person or Association enforcing the same.

8. Effective Date.

This Declaration and any amendment hereof shall take affect upon its being filed for record in the office of the County Recorder of Uintah County, Utah.

COTTAGE REAL ESTATE AND CONSTRUCTION CORP. AS
MANAGER OF HAWKEYE DEVELOPERS, LLC

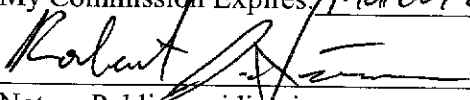
By 
J. Bradley Simons
President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 13th day of May, 2007, personally appeared before me J. Bradley Simons, President of Cottage Real Estate and Construction Corp. as Manager of Hawkeye Developers, LLC, who being by me first duly sworn did say that he executed the foregoing instrument in behalf of HAWKEYE DEVELOPERS, LLC with full authority to act in the premises.

[SEAL]



My Commission Expires: March 2, 2011

Notary Public, residing in:
Salt Lake County, Utah