

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
RESTRICTIONS AND CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS ALEXANDER COURT SUBDIVISION

5513323

To: WHOM IT MAY CONCERN

2200

5513323
27 MAY 93 11:58 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
CYNTHIA BERGMAN
11443 S ROCKHAMPTON DR
SANDY UT 84094
REC BY: KARMA BLANCHARD , DEPUTY

PART A. PREAMBLE

WHEREAS, the undersigned, L. Wylene Twombly and Cynthia J. Bergman ("owners") are the legal and beneficial owners of a certain tract of land situated in the City of Sandy, Salt Lake County, State of Utah, described as ALEXANDER COURT Subdivision ("the property"), and

WHEREAS, the owners are about to sell the property, which they desire to subject, pursuant to a general plan of improvements, to certain restrictions, conditions, and agreements between themselves and the several purchasers of the property and between the several purchasers of the property themselves as hereinafter set forth:

NOW, THEREFORE, the owners declare that the property is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements (the "covenants") between themselves and the several owners and purchasers of the property as between themselves and their heirs, successors and assigns:

PART B. AREA OF APPLICATION: FULLY-PROTECTED RESIDENTIAL AREA

B.1 The restrictive covenants in this declaration shall apply to ALEXANDER COURT in their entirety.

PART C. LAND USE AND BUILDING TYPE

C.1 No lot shall be used except for residential purposes. No building shall be allowed on any lot other than one, detached single-family dwelling of one or two stories and an attached garage for two or three cars.

C.2 All land use and buildings shall be in compliance with all applicable zoning and land use ordinances and regulations including all landscaping, grading, drainage and flood control requirements.

C.3 No residence erected on the property shall have less than fifty (50%) of the roof surface of gable construction, and all gabled roofs shall be covered with shingles of wood or

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composition, or with slate or tile. A garage or other outbuilding on any lot shall be of construction and architectural type similar to the residence thereon. All flat portions of any roof must be surrounded by parapets at least two feet above the highest point of such flat roof, and such parapets must be finished, both inside and out, of material to match the general character of the remainder of the building.

C.4 No excavation shall be made except for walls or basements.

C.5 Within one year after construction of a residence, the remainder of the land shall be suitably landscaped except for up to fifteen percent (15%) used for driveways and parking space.

PART D. DWELLING COST, QUALITY AND SIZE.

D.1 No dwelling shall be permitted on any lot at a cost of less than seventy thousand dollars (\$70,000.00) exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced at seventy thousand dollars (\$70,000.00) for the minimum permitted dwelling site. The ground floor of the main structure, exclusive of garages and one-story open porches, shall not be less than 1,200 square feet for a one-story dwelling and not less than a total of 1,400 square feet finished for a two-story dwelling.

PART E. NUISANCES.

E.1 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which is or may become an annoyance or nuisance to the neighborhood. A recreational vehicle parked overnight shall constitute a nuisance unless garaged or screened from view from the street at the setback line of the residence.

PART F. TEMPORARY STRUCTURES.

F.1 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All buildings are to be of new construction.

PART G. PRIVATE RESIDENCE - MOVING OF STRUCTURE.

G.1 The property shall be used for private residence purposes only and no structure shall be moved upon the property from any other location, nor shall any building be permitted to remain incomplete for a period in excess of one year from the date the building was started.

PART H. SIGNS.

H.1 No sign of any kind shall be displayed on any lot except as follows:

- H.1.1 One professional sign of not more than one square foot.
- H.1.2 One sign of not more than five square feet advertising the property for sale or rent.
- H.1.3 Signs used by the builder to advertise the property during construction and sales period.
- H.1.4 One sign at the entrance of the subdivision of not more than one hundred thirty (130) square feet advertising the subdivision during the construction and sales period.

PART I. OIL AND MINING OPERATION.

I.1 No oil development or mining operation shall be permitted on the property.

PART J. LIVESTOCK AND POULTRY.

J.1 No animals, livestock, or poultry of any kind shall be raised, bred or kept on the property except dogs, cats, or other household pets, provided that pets are not kept, bred, or maintained for any commercial purposes and are restricted to owner's premise or on a leash under handler's control. Household pets must be kept in compliance with local ordinances.

PART K. GARBAGE AND REFUSE DISPOSAL.

K.1 No lot may be used as a dump for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

PART L. EASEMENTS

L.1 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Within these easements, no structure or other material shall be placed or 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

L.2 Any conveyance of easements or property within ALEXANDER COURT Subdivision shall include in the conveying instrument a provision stating that such conveyance is subject to these restrictive covenants.

PART M. PARTICULAR PROVISIONS APPLICABLE TO LOT 1

M.1 Lot 1 may be fenced only by a cedar fence with brick or stone pilasters spaced forty (40) feet on center.

M.2 Street trees planted on Lot 1 may only be trees included on the list of approved street trees for the Sandy Quadrant, of a minimum size of 1 1/2" caliper, spaced evenly between the fence pilasters, no greater than thirty-five (35) feet on center.

PART N. GENERAL PROVISIONS

N.1 These covenants are to run with the land and shall be binding on all parties and all persons claiming ownership of any part of the property for a period of fifty (50) years from the date these covenants are recorded.

PART O. ENFORCEMENT

O.1 Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

O.2 Each and all of the covenants contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants as to any future of other breach. No waiver of a breach of any of the covenants herein contained shall be construed to be a waiver of any other

covenant, nor shall failure to enforce any one covenant be construed as a waiver of any other covenant.

PART P. SEVERABILITY

P.1 Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

PART Q. AMENDMENTS AND WAIVERS

Q.1 These covenants may be amended or renewed upon written approval of the owners of lots within ALEXANDER COURT Subdivision. Each owner is entitled to one vote for each lot owned in the property.

Q.2 These covenants may be waived as to the whole of the subdivision with the written consent of the owners of three (3) of the five lots of the subdivision, and if only a portion of the subdivision is intended to be affected, with the written consent of all the owners. No such waiver shall be effective until the proper instrument in writing shall be executed and recorded in the office of the County Recorder for the County of Salt Lake, State of Utah; provided, however, that this provision shall have no application so long as the developer, Cynthia J. Bergman, shall be the owner of at least two of the lots in ALEXANDER COURT.

Dated this _____ day of April, 1993.

L. Wylene Twombly

L. Wylene Twombly, Owner

Cynthia J. Bergman

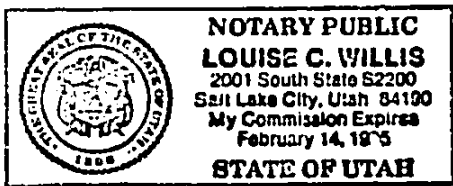
Cynthia J. Bergman, Owner
and Developer

State of Utah)
) SS.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 27th day of May 1993, by L. Wylene Twombly and Cynthia J. Bergman, the owners of ALEXANDER COURT Subdivision.

Louise C. Willis

Notary Public
Residing at Salt Lake County



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