

-TO-  
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANT  
AGREEMENTS, RESTRICTIONS AND  
CONDITIONS AFFECTING THE REAL  
PROPERTY KNOWN AS HEATHERGLEN  
SUBDIVISION NO. 2

Entry No.  
Recorded May 9, 1986.  
Book Page  
Dated March 28, 1986

WHEREAS Consolidated Capital Corporation, a Utah Corporation, (hereinafter referred to as "Developer") is the owner of the following described real property located in Davis County, Utah;

Lot through 112 inclusive of Heatherglen Subdivision No. 2 according to the official plat thereof recorded as Entry No. 735763 in Book 1087 Page 357 in the office of the Davis County Recorder.

09-145-0059 1/2 0112

WHEREAS, it is the desire and intantion of the Developer to sell the lots described above and to impose on them mutual beneficial restrictions under a general plan of improvement for the benefit of all the lots in the subdivision and the future owners of these lots;

NOW, THEREFORE, the Developer hereby declares that all of the lots described above are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used occupied and improved subject to the following covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for improvement and sale of the lots described above and are established and agreed upon for purpose of enhancing and protecting the value, desirability, and attractiveness of the lots. All of the covenants and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the above described lots or any part hereof.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars; provided, however, that the Architectural Control Committee may permit one or more of the lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other lots described above. No dwelling shall be erected, placed, or permitted to remain on any lot that does not have attached to it a private garage for at least two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot, or, where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearest to the street.

Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee.

All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

3. DWELLING QUALITY AND SIZE. The ground square area of the main structure, exclusive of garage and any one-story open porches, shall not be less than 900 square feet to a one-story dwelling. In a split level dwelling the combined area of a single level and each of the two levels in the adjoining two-story portion of the dwelling exclusive of garage and any one-story porches, shall total not less than 1,300 square feet. In a two-story home which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one-story open porches shall total not less than 1,400 square feet. In a split entry dwelling the combined area of the above ground level and the below ground level shall be 1,800 square feet with the above ground level being not less than 950 square feet exclusive of garage and any one-story open porches. If four feet or more of foundation is above finished grade, then the basement becomes a story. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

4. SET BACK LINES. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply:

- (a) No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line.
- (b) No dwelling shall be located nearer than 5 feet to any interior lot line provided the opposite side of the dwelling is located at least 8 feet from the interior lot line, it being the intent to have side yards that alternate 8 feet on one side and 5 feet on the other side, except a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located 7 feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.
- (c) For the purposes 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 on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the point where there is proposed to be located that part of the dwelling closest to the front street, nor shall any dwelling be erected or placed on any lot having an area of less than 6,500 square feet.

6. EASEMENTS. Eight foot easements for installation and maintenance of utilities are reserved on front and back lot lines and on some side lot lines as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. 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 company is responsible.

7. DRAINAGE. No lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the lot to and from adjoining road, or in the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any lot shall contain "weep holes" to be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

9. USE OF OTHER STRUCTURES AS RESIDENCE. No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

10. SIGNS. No sign of any kind shall be displayed to the public upon any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. ANIMALS. 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 and do not become an annoyance or nuisance to the neighborhood.

12. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. EXCAVATIONS AND COMPLETING IMPROVEMENTS. No excavation shall be made on any lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.

14. ROOFTOP ANTENNAS. No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot, unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

15. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of three members to be elected by the developer. Any communication to the committee shall be addressed to the Architectural Control Committee of Heatherglen No. 2 Subdivision, 4600 Holladay Blvd., Holladay, Utah 84117, unless the address is changed by written notice to the lot owners from the developer or the

committee. Upon failure of the developer to fill any vacancies in the committee the remaining members of the committee may do so by a majority vote of their number. The developer may, at its sole discretion, remove members from the committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the lots, through a duly recorded written instrument to change any membership of the committee or to withdraw from the committee or restore to its power and duties, except that the committee shall always have one member selected by the developer if the developer desires. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed under this declaration.

The Committee's approval or disapproval required in this Declaration of Covenants and Conditions shall be in writing. In the event that 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, or if no suit to enjoin the construction has been commenced before the completion, approval shall not be required and related covenants shall be deemed to have been fully complied with.

As of the date of this Declaration, the Architectural Control Committee shall be composed of Howard Kent, D. Kent Norton, and Richard Chipman.

16. TERM OF RESTRICTIONS. These restrictions are to run with the land permanently except that they may be changed, cancelled or added to in whole or in part by a duly recorded instrument signed by the then owners of record of a majority of the lots.

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

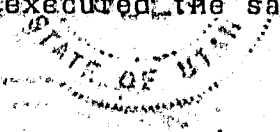
THIS DECLARATION is made this 28<sup>th</sup> of March, 1986.

CONSOLIDATED CAPITAL CORPORATION

By: [Signature]  
its President

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

On the 28<sup>th</sup> day of March, 1986, personally appeared before me D. Kent Norton, who being by me duly sworn did say that he is the President of Consolidated Capital Corporation, a Utah Corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by a resolution of its Board of Directors) and said D. Kent Norton acknowledged to me that said corporation executed the same.



My Commission Expires: 1-14-88

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah