

**DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
ROSE HILL P.U.D.**

This DECLARATION is made this _____ day of November, 2017, by Rosehill Properties, LLC, a Utah limited liability company, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real property ("Property") consisting of sixty one (61) lots (each a "Lot" and collectively the "Lots") in Herriman City, Salt Lake County, State of Utah, more particularly described as follows:

See Exhibit "A"

WHEREAS, Declarant intends that the property and each of the Lots, shall hereafter be subject to the covenants, conditions, restrictions, reservations assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE I
RESIDENTIAL AREA COVENANTS**

1. **DWELLINGS: SIZE, QUALITY, EXTERIOR MATERIALS:** The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The "ground floor," as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach of the Lot.

a. **Dwelling Size:**

One Story Dwellings (Rambler): The required minimum above ground floor finished space shall be 2,200 square feet with a minimum 2-car garage required.

Multi-Level Dwellings: The required minimum above ground floor finished space shall be 2,500 square feet with a minimum 2-car garage required and minimum of 1,500 square feet of interior ground floor improvements.

b. **Dwelling Quality:** All construction shall be comprised of new materials, with exception to the use of used brick or reclaimed lumber with prior written approval of the Declarant as long as a Declarant owns any Lot, and thereafter a majority of the then current Owners of the Lots. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the city of Herriman City, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

c. **Dwelling Exterior Materials:** The dwelling's front exterior shall have 30% stone or brick on the front of the dwelling. Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia and/or rain gutter areas.

d. **Dwelling Design and Declarant Approval:** Architectural designs shall be in conformity with the character of the Property and surrounding neighborhood. So long as Declarant owns any Lot, elevations and building plans for initial construction of a dwelling shall be submitted to Declarant with a \$500.00 fee for review and approval as to conformity with the character and quality of the neighborhood and these Declarations. Any new construction after Declarant no longer owns a Lot shall conform with Herriman City ordinances, building codes and these Declarations. No octagon, dome, A-frame, or manufactured homes shall be permitted. All main roof pitches shall be no less than 5/12 pitch; provided that a flat roof or low slope roof configurations may be used provided that no flat or low slope roof will be permitted which is longer than 30 feet without an elevation change.

e. **Outbuildings.** Detached structures and outbuildings are to be constructed of identical exterior materials of the primary structure.

f. **Exceptions.** Exceptions to the above restrictions (e.g. in order to place an appropriate home on a specific Lot due to Lot slope or irregularity or any other reason) shall be approved by the Declarant so long as Declarant owns any Lot and thereafter, a majority of the Lot Owners in writing.

2. **FENCES, WALLS, AND HEDGES:** Any fence or wall constructed on any Lot shall be constructed in conformity to the following guidelines:

a. **Material:** All allowed fences or walls shall be of brick, stone, wrought iron, , or vinyl. No fence or walls shall be constructed of wood, chain link, wire mesh, slump block (painted or unpainted) or concrete block.

b. **Height:** Any fence, wall, hedge, or other similar dividing structure (including without limitation, any "topping" on such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, a

fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall. All fences must comply with Herriman City ordinances.

3. **DRAINAGE:** Generally, and as more specifically depicted on the Plat, the side and rear property lines are deemed drainage easements, and 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 and Herriman City approved drainage pattern over the Lot to and from adjoining land. In the event it becomes necessary to change the established drainage over a Lot, the Owner shall ensure adequate provision shall be made for proper drainage in compliance with all applicable municipal codes. Any fence, wall or structure erected along the side or rear property line of any Lot shall contain “weep holes” or shall be otherwise constructed so as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The Owner of the Lot shall continuously maintain the sloped areas of each Lot and all improvements in them, except for those improvements for which a public authority, utility company is responsible.

4. **SPECIAL PROVISIONS, CONDITIONS & DISCLOSURES:** The Plat also contains descriptions of various easements, easement areas, facilities and other matters which are incorporated in and made a part of this Declaration by this reference. The Property and Lots are subject to the easements and other information set forth on the Plat.

5. **USE RESTRICTIONS:** The use of the Lots are subject to the following use restrictions:

- a. **Land Use.** Each Lot shall be used for private residence purposes only, and no pre-existing structure of any kind shall be moved from any other location and placed upon any Lot, nor shall any structure or 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 vote of 2/3 of the Owners in writing. No Lot shall be further subdivided or partitioned.
- b. **Nuisance.** No Owner or resident, or their family members, guests or invitees shall create or maintain a nuisance, or if a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which unreasonably bothers, disturbs or annoys other residents, or unreasonably interferes with their quiet and peaceful enjoyment of the neighborhood, or the creation or maintenance of any noxious or offensive condition including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.
- c. **Temporary Structures.** No Owner or resident shall place upon any part of the Property any temporary structure. No structures of a temporary character, trailer,

basement, tent, shack, shed, garage, barn or other outbuilding shall be used on any Lot at any time as a residence or short term rental, either temporarily or permanently.

- d. **Outbuildings.** It is understood that any outbuildings such as sheds, swimming pool and dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and applicable municipal ordinances.
- e. **Commercial or Business Use.** No commercial trade or business may be conducted in or from any Lot unless: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; 2) the business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained; 3) the business activity does not involve persons who do not reside in the Property coming onto the Property or door-to-door solicitation of residents of the Property; and 4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property. The terms "trade or business" shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. The leasing of a home on a Lot shall not be considered a trade or business within the meaning of this subsection.
- f. **Storage and Parking of Vehicles.** No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be routinely or consistently stored on driveways or on the streets of the Property. Such vehicles that are properly licensed and in running condition may be stored on side of home if properly screened from view. Unlicensed vehicles or vehicles that are not in running condition must be stored inside a garage. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any other Lot, or to create an obstacle or potentially dangerous situation. No resident shall repair or restore any vehicle of any kind in, on the street, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- g. **Aerials, Antennas, and Satellite Systems.** 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. Satellite "mini-dishes" are excluded from this provision. 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.

- h. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale, a sign of a contractor, architect, designer or other similar trades and only during the period of construction or installation.
- i. **Pets.** Pets may be kept according to all applicable city and county ordinances. No pet may be allowed to become a nuisance. The following activities are deemed to be a nuisance: (1) Pets outside a dwelling and not in a fenced yard or in a cage or on a leash and under the control of the pet owner or his designee at all times; and (2) Pets which can be heard from the inside of another dwelling between the hours 10:00 pm and 6:30 a.m. Pets, which constitute a nuisance, by noise, odor or danger to the Owners. No dog will be allowed to roam unattended. Dogs shall be kept in the house, a dog run or kennel. All dog runs or kennels shall be screened off and out of the direct view from any street, and should be in the rear yard of the home. Dogs shall be on a leash and under the direct control and supervision of the owner at all times.
- j. **Laws.** Nothing shall be done or kept in, on or about any Lot, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- k. **(reserved)**
- l. **(reserved)**
- m. **Repair of Buildings & Improvements.** No building(s) or improvement(s) upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.
- n. **Mail Boxes.** The mailbox location is regulated by the US Postmaster and is restricted by the same. The Owner is solely responsible to obtain instructions for proper mailbox location and restrictions from governmental authorities.
- o. **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 the sanitary containers provided by the City of Herriman. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage containers shall be stored out of view from the street.
- p. **Excavations & 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.

6. **LANDSCAPING:** Initial landscape requirements are as follows: The Owner shall landscape all front and side yards (to the rear of the home) in a manner consistent with similar subdivisions in the area. The Owner shall begin and complete in compliance with receipt of a Certificate of Occupancy from Herriman City, or in the event that weather doesn't permit commencement of landscaping to begin, the owner shall begin by April 1st. In either case, all of the landscaping requirements referenced herein shall be completed within 6 months of commencement.

NOTARY PUBLIC