

3885829

DECLARATION OF PROTECTIVE COVENANTS  
AGREEMENTS, RESTRICTIONS AND CONDITIONS  
affecting  
MAJESTIC VIEW, ONE-HALF ACRE LOTS

1300  
REC'D OF DEP  
DEC 27 4 50 PM '83  
Katie L. Dixon  
RECORDER  
SALT LAKE COUNTY,  
UTAH

PART A. PREAMBLE

KNOW ALL YE MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in Salt Lake County, State of Utah, to-wit:

Lots 1-7, inclusive, Majestic View, Salt Lake County, Utah according to the plats thereof, as recorded in the office of the County Recorder of said County.

Do hereby establish the nature of the use and enjoyment of all in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

The following conditions, restrictions and stipulations shall supercede any covenants and restrictions herein recorded and any of no effect from the date this Declaration is recorded at the office of the County Recorder, Salt Lake County.

PART B. RESIDENTIAL AREA COVENANTS

1) Land Use and Building Type. Except as otherwise herein permitted no lot shall be used except for residential purposes. Except as otherwise herein permitted no building shall be erected, altered, placed or permitted 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 vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. All homes are to have 1/3 or more of the exterior constructed of brick, with any exterior siding to be of natural woods. No exterior siding of "T-1" laminated plywood, pressed wood or similar materials, or aluminum/vinyl siding may be used without the express consent of the Architectural Committee.

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 Contour Design Group as 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. 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. Approval shall be as provided in Part C.

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3) Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$100,000.00, exclusive of lot, based upon cost levels prevailing the date these covenants are recorded, it being the intention and purpose of these covenants 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 on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,000 square feet. All homes must have a double or triple attached garage erected at the time the house is erected. The main floor area to include garages, but exclusive of one-story open porches of the main structure for a two-story dwelling, shall be not less than 2,000 square feet. The total area of the two-story structure, to include garages, but exclusive of open porches, shall not be less than 3,500 square feet. For split-level entry dwellings, the main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,000 square feet. Exceptions may be made upon approval by the Architectural Control Committee.

4) Building Locations.

(a) No building shall be located on any lot nearer than 50 feet from the center line of Granite Meadow Lane or nearer than 25 feet to any side street line.

(b) No dwelling shall be located nearer than 15 feet to any interior lot line, and the total width of the two required side yards shall be not less than 50 feet for lots 1, 2, 4, 5, 6 and 7, and 40 feet for lot 3. No main building shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings shall not encroach upon any easements, the structure shall not be erected to a height greater than the main building on the same lot.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of any building on a lot to encroach upon another lot.

5) Easement. Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat and over the side, rear and front seven feet of each lot. Within these easements, no structure, painting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 the public authority or utility company is responsible.

6) 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 or nuisance to the neighborhood. Automobiles, trailers, boats or other vehicles are to be properly licensed, regularly used, and stored at least 20 feet off of road or private easement.

7) Temporary Structures and Moving of Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. This subdivision shall be used for private residential purposes only, except as herein after set forth after recordation of these covenants. 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 uncompleted for a period not approved by the Architectural Control Committee.

8) Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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.

9) Livestock and Poultry. Permitted uses are: agriculture, the keeping of animals and fowl for family food production; the keeping of not more than four (4) horses for private use only and not for rental; household pets.

10) Garbage and Refuse Disposal. Trash, garbage or other waste shall be kept in sanitary containers, and placed where designated by the Architectural Control Committee for refuse collection.

11) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12) Landscaping. Trees, lawn, shrubs or other planting provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

13) Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with

established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. 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. The lot owner shall comply with Salt Lake County Flood Control grading requirements to preclude runoff onto the road or adjacent lots.

#### PART C. ARCHITECTURAL CONTROL

1) Contour Design Group may designate a representative to act for it. In the event of resignation of Contour Design Group, it shall have full authority to select a successor. In the event that no successor is selected, the then recorded owners of a majority of lots shall have the power to form an Architectural Control Committee.

2) Procedure. Contour Design Group's approval or disapproval required in these covenants shall be in writing. In the event Contour or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

#### PART D. GENERAL PROVISION

1) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming thereunder for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successful periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2) Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3) Severability. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

MAJESTIC VIEW owners of record:

Date: December 21, 1983

*V. Blaine Turner*  
V. Blaine Turner

*Lillian Turner*  
Lillian Turner

*Ronald Y.K. Lam*  
Ronald Y.K. Lam

*Juanita Lam*  
Juanita Lam

CONTOUR CORPORATION:

*V. Blaine Turner*  
V. Blaine Turner, President

*Ronald Y.K. Lam*  
Ronald Y.K. Lam, Secretary

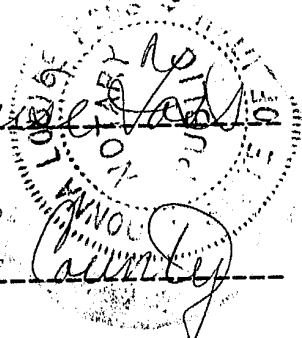
(Corporate Acknowledgement)

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

On the 21st day of December, 1983, personally appeared before me, V. BLAINE TURNER, LILLIAN TURNER, RONALD Y.K. LAM, JUANITA LAM, who, being by me duly sworn did say that they executed the same freely and voluntarily, for the special uses and purposes therein mentioned.

*Donna Louise [Signature]*  
NOTARY PUBLIC  
Residing At: *Salt Lake County*

My Commission Expires:  
*January 7, 1987*



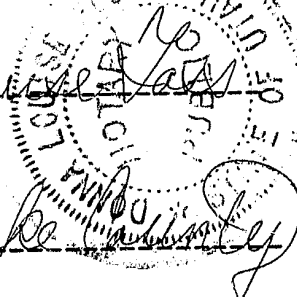
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STATE OF UTAH            )  
                                  :  SS.  
COUNTY OF SALT LAKE)

On the 21st day of December 1983, personally appeared before me V. BLAINE TURNER and RONALD Y.K. LAM, who, being be me duly sworn did say that they are the President and Secretary, respectively, of Contour Corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and they further duly acknowledged to me that said corporation executed the same.

*Donna Louise Lass*  
NOTARY PUBLIC

Residing At:  
*Salt Lake City*



My Commission Expires:

*January 7, 1984*

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