

3213894

DECLARATION OF BUILDING AND USE RESTRICTIONS

EASTRIDGE III

Recorded at Request of GUARDIAN TITLE CO.

at 1140 A m Fee Paid \$ 43.00

PART A. PREAMBLE

KATIE L. DIXON, Recorder, Salt Lake County, Utah,

KNOW ALL MEN BY THESE PRESENTS:

By Cheryl Warrington Dept. Date DEC 20 1978

THAT WHEREAS, the undersigned, being the owners of the following described real property located in Salt Lake County, Utah.

ALL of lots 1 to 73 inclusive, Eastridge III, according to the official plat thereof,

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

PART B. RESIDENTIAL AREA COVENANTS

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 vehicles. All construction to be of new material.

2. Dwelling Quality and Size. Exclusive one-story open porches and garages, footages shall be not less than 1000 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story. All homes shall have double garages or bigger. It shall also be understood that all homes shall have stone or brick veneers with exceptions of upper stories in two story homes.

3. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. All building shall conform to county setback requirements.

(b) A one-foot minimum side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. All building shall conform to county back yard requirements.

(c) 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 building on a lot to encroach upon another lot.

4. Lot area and Width. No dwelling shall be erected or placed on any lot having a width of less than 68 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot

BOOK 4789 PAGE 686

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having an area of less than 8,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots, as shown on the recorded plat.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot. The location of the easement may vary according to lot depth but shall be described on the title report. Within these easements, no structure; planting 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, 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 a 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. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

7. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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. 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 are restricted to the owner's premises or on leash under hardler's control.

10. 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. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Sight Distance at Intersection. No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the

intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying 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.

13. Slope and Drainage Control. No structure, planting, or other materials 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.

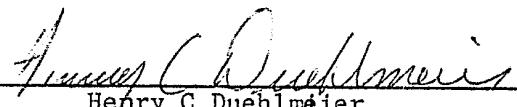
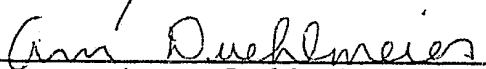
PART C. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the time they are recorded and will automatically be renewed every 10 years until 85% of the property owners vote otherwise.

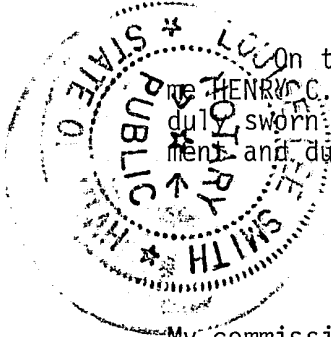
2. Acceptance of Restrictions. All purchasers of property described above shall by acceptancy of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

3. Invalidity. It is expressly agreed that in any event and covenant or condition or restriction herein beforecontained, or any portion hereof, is held valid or void, such invalidity or voidness shall in no way effect any valid covenant, condition, or restriction.

Dated this 20th day of December, 1978.

  
Henry C Duehlmeier  
  
Ann Duehlmeier

STATE OF UTAH            )  
                                  ) ss  
COUNTY OF SALT LAKE)



On the 20th day of December, 1978, personally appeared before me HENRY C. DUEHLMEIER and ANN DUEHLMEIER, his wife, who being by me duly sworn did say that they are the signers of the foregoing instrument and duly acknowledged to me that they executed the same.

Louise Lee Smith  
Notary Public

My commission expires: 2-5-79

Residing at Salt Lake City, Utah