

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CRESTVIEW ESTATES SUBDIVISION

E 114016 B 0514 P 0041
Date 29-JUN-1998 11:34am
Fees \$ 63.00 Check
DONNA S. MCKENDRICK, Recorder
Filed By RGO
For BDL ASSOCIATES
TOOELE COUNTY CORPORATION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 30th day of June, 1998, by BDL Associates, a Utah Partnership (hereinafter BDL).

WHEREAS, BDL is the owner of certain real property commonly known as Crestview Estates Subdivision, lots 101 through 141, inclusive, (hereinafter Subdivision) located in the NE ¼ and the SE ¼ of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah; and

WHEREAS, BDL desires to create certain covenants, conditions and restrictions upon the Subdivision for the common and reciprocal benefit of the properties within the Subdivision, and in order to insure the orderly use and development thereof, and to enhance and to protect the values of residences and improvements constructed upon the properties with the Subdivision;

NOW THEREFORE, in consideration of the premises, the promises and covenants herein set forth, BDL does hereby execute these covenants, conditions, and restrictions, declaring the Subdivision to be subject to all of the terms of the covenants, conditions, and restrictions hereof, and states as follows:

1. PERSONS BOUND BY THESE RESTRICTIONS: All covenants, conditions and restrictions herein stated shall run with the subdivision land and all fee owners thereof take, hold, agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2010, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by an affirmative vote of a majority of the then owners of said lots (one vote per lot), it is agreed to change said covenants in whole or in part, provided that at any time after January 1, 2010, the collective group of owners of at least ¾ of said lots may release any or all of the lots hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying the restriction(s) released and by filing said agreement with the office of the Tooele County Recorder. The owners of 100% of said lots may file such an agreement at any time.

2. ARCHITICTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans, specifications, and plot plan showing the location of the structure on the lot, including legal setback dimensions, have been

E 114016 B 0514 P 0041

approved by the Architectural Control Committee (Committee). No building, fence, wall, antenna, tower, or structure of any kind or character shall be commenced, erected, placed or maintained on any lot unless and until plans and specifications showing the nature, location, quality of proposed materials, size, area, height, color, shape and design thereof first shall have been submitted to and approved by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plans or specifications or plot plan which, in its opinion, are not suitable or desirable with respect to the individual lot concerned or the Subdivision as a whole. In this regard, the Committee shall have the right to take into consideration the matters mentioned above, as well as the aesthetics of the proposed building or structure, the harmony thereof with the surroundings, the affect of the building or structure as seen from the adjacent or neighboring property, and the effect on the Subdivision as a whole.

Architectural Control Committee shall be, and hereby is composed of Lee Maxwell, Art V. Maxwell, and C.A. 'Bud' Bailey, 244 West 300 North, Salt Lake City, Utah 84103. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for the services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots of Crestview Estates Subdivision shall have the power through a duly recorded written instrument, to change the membership of the Committee, select a new Committee, or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee may waive or grant exception to any specific requirements(s) contained herein when, in the opinion of the Committee, the overall intent of these covenants is not compromised. In the event 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, 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.

All construction plans, specifications, and plot plans must be approved by the Committee prior to starting construction. Two complete sets of plans, including plot plans which indicate compliance with Tooele City setback and sideyard requirements, shall be submitted to the Committee, at the address listed above, before construction can commence. One signed set will be returned to the contractor/owner, and one signed set will be retained by the Architectural Control Committee.

PAGE 3 – RESTRICTIVE COVENANTS

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and appurtenant purposes. No building shall be erected, altered, or permitted to remain on any lot other than one newly constructed detached single family dwelling, and attached private garages for not less than two nor more than four vehicles. No pre-manufactured housing or mobile homes shall be permitted. No out buildings shall be permitted without prior approval by the Architectural Control Committee.

4. COMPLIANCE WITH ZONING ORDINANCES OF TOOELE CITY: All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of the Tooele City zoning ordinances and codes, including all setback and height restrictions, unless otherwise modified by the covenants herein contained.

5. DWELLING SIZE AND QUALITY: Each residential dwelling shall be subject to the following minimum finished square foot living area requirements. Living areas shall be calculated exclusive of garages, one story open porches, and basements.

One Story Dwellings (Rambler): The minimum square foot living area shall not be less than 1500 square feet.

Two Story Dwellings: The combined area of the main and upper levels shall not be less than 2200 square feet.

Multi-Level Dwellings: The combined area of the main level and the adjoining levels, qualifying as stories as herein defined, shall not be less than 2200 square feet.

If four or more feet of foundation are above finished grade, then the level qualifies as a story. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of these covenants to assure that the main dwelling and any accessory buildings 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.

(A) No building or structure shall be erected or placed on any lot having any elevation of less than 20% brick or native stone, when used with stucco or natural wood siding, or less than 30% brick or native stone when used with vinyl or aluminum siding, unless a written exception is granted by the Committee.

- (B) All heating and air conditioning units, and other heating and cooling equipment of any nature whatsoever, if placed outside the dwelling house, shall either be located on the ground, or screened or concealed from the street. All such units, if located on the roof of the dwelling, shall be installed on the rear portion of the roof away from the street and below the ridge line.

6. ACCESSORY STRUCTURES: No trailer, basement, tent, shack, barn, garage or other out building shall be used at any time within said subdivision as a temporary residence. No structure, temporary or permanent, shall be constructed or moved onto any of said residential lots unless it meets the requirements of the Tooele City zoning ordinance and is approved by the Architectural Control Committee

7. NUISANCES: No trade or activity which may be offensive shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

- (A) No toxic or hazardous waste dumping or storage shall be permitted.
- (B) No short-wave radio antenna may be constructed or attached.
- (C) Pets: No barn, coop, shed or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any livestock, and none of the foregoing shall be kept, maintained, or permitted at any place within the limits of said subdivision excepting only household pets.
- (D) Storage: Storage of any articles is permitted only in enclosed areas designed for storage. No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except regularly used cars and light pickup trucks which may be parked on driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment shall be parked either in the garage or on a concrete pad located at the side of the garage. Said vehicles shall not extend beyond the front elevation of the attached garage or the front elevation of the house. No recreational vehicle will be allowed to remain parked in the street fronting any portion of the lot.
- (E) Signs: No signs of any kind shall be displayed to the public view on any lot except one professionally printed sign of not more than 5 square feet advertising the property for sale, or signs used by a

builder, broker, real estate agent, or developer to advertise the property during the construction and sales periods.

- (F) Oil and Mining: There shall be no oil drilling, mining or quarrying operations of any kind permitted upon any lot.
- (G) Garbage and Refuse Disposal: All rubbish, trash or garbage shall be kept in containers, out of view, and not allowed to accumulate on the premises. No rubbish, trash or garbage shall be burned on the premises.

8. EASEMENTS: Easements are reserved as shown on the recorded plat of the subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installment and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, 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.

9. FENCES, HEDGES, ETC., AND SIGHT DISTANCE AT INTERSECTIONS: All fences, walls, hedges, or other objects of similar design, shall conform to all Tooele City requirements and ordinances as to permitted height, etc., and shall maintain such sight-line limitations as may be set forth in such zoning ordinances.

10. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 12 months. Sidewalks, curbs, gutters and drive approaches cracked or damaged by building activity shall be replaced by lot owner, who has sole responsibility for cost of replacement. If lot owner fails to replace cracked or damaged sidewalks, curbs, gutters and drive approaches upon 10 days written notice, the undersigned and/or a majority of the lot owners, have the option, but not the obligation, of making repairs and passing all costs of repair to the lot owner. A lien may be placed on the property for recovery of such costs.

11. FRONTAGE TREES: As a requirement of Tooele City, the owner of a lot must plant a tree in the park strip (between the top back of curb and the edge of the sidewalk). Said tree must be not less than two inches (2") in caliper, measured one foot (1') from the ground. The type of tree shall be consistent with other trees planted in similar locations, and approved by the City.

All trees shall be planted within 60 days of occupancy. In the event the dwelling is occupied during a period when planting is not advisable, planting shall occur no later than 150 days from occupancy.

12. 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.

No excavation or grading shall be done that may cause either temporary or permanent erosion of dirt or soil onto adjacent lots or property. No excavation or grading shall be done that concentrates or diverts the natural flow of water onto adjacent lots or property.

13. LANDSCAPING: Within one year of occupancy of any home built on a lot in the subdivision, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to be an eyesore. "Acceptable landscaping" and "lawn" shall be interpreted by the majority of the then existing home owners in the subdivision.

14. VACANT LOTS: All lots shall be maintained in such a way as to not detract from the natural beauty of the subdivision or become unsightly to the surrounding neighbors. No trash, vehicles, trailers, or any other material shall be dumped, placed or stored on vacant lots.

The owner of a vacant lot shall maintain that lot such that weeds and other plant life are controlled in a slightly manner, and in accordance with applicable ordinances.

In the event a lot is deemed by the Architectural Control Committee or a majority of the then lot owners in the subdivision, a nuisance or unsightly, and after a written notice has been delivered to the owner of the lot, and provided the owner does not resolve the matter within 21 days of the written notice, then the Committee, or a majority of the then lot owners, and/or their designated agent(s), may enter the lot, resolve the nuisance and/or remove the unsightly material, and/or otherwise maintain the lot, and submit the bill for the work performed to the owner for payment. In the event the owner does not pay, in full, the bill within 60 days of receipt, the Committee, or a majority of the then lot owners, may place a lien for the amount of said bill on the lot.

15. ENFORCEMENT: Enforcement, either to restrain violation or recover damages, shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant. Enforcement may be by the Architectural Control

Committee, or by any affected property owner(s). The Architectural Control Committee is not to be held liable for noncompliance of any provisions by any owner.

Attorney's fees and costs of enforcement will be paid by any party breaking this agreement.

The undersigned accepts no responsibility for enforcement of these covenants, conditions and restrictions, and shall have no liability for persons violating them.

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

Witness our hands this 30th day of June 1998.

BDL ASSOCIATES A UTAH PARTNERSHIP

Vernon L. Maxwell
Vernon L. Maxwell, Partner

C. A. (Bud) Bailey
C. A. (Bud) Bailey, Partner

STATE OF UTAH |
 | SS
COUNTY OF SALT LAKE |

On the 30th day of June A.D. One Thousand Nine Hundred and Ninety Eight, personally appeared before me Vernon L. Maxwell and C. A. (Bud) Bailey, signers of the foregoing instrument, who duly acknowledged to me that they executed the same on behalf of BDL ASSOCIATES, A UTAH PARTNERSHIP, as general partners thereof.

Kathleen Smith
Notary Public

My commission expires: 6-20-2001

