

DECLARATION OF PROTECTIVE COVENANTS
for
SALZ COVE SUBDIVISION

KNOW ALL MEN BY THESE PRESENT:

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

Lot # 2,3,4,5
Salz Cove Subdivision

In consideration of the premises and as part of the general plan for improvement of the property comprising **SALZ COVE SUBDIVISION**, the undersigned does hereby declare the property herein above described, subject to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type

No lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling not to exceed two stories in height and a private garage for no more than four vehicles.

2. Architectural Control

- (a) No building shall be erected, placed or altered on any lot until the construction plans, including a site plan, have been approved by The Architectural Control Committee as to harmony of external design with existing structures, and the location with respect to topography and finish grade elevation. One set of plans must be submitted to The Architectural Control Committee for this purpose.
- (b) In the event the committee or its designated representative fails to approve or disapprove with in ten (10) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. Dwelling Quality and Size

- (a) No dwelling shall be permitted on any lot wherein the floor area, exclusive of open porches and garage, is less than 2,500 square feet for a single story dwelling. Multi-level dwellings must have an aggregate footage of above ground floors of no less than 3,200 square feet. No dwelling shall be constructed with a front elevation of less than 80 feet in width including garage. The committee shall have, at its sole discretion, the right to approve dwellings of somewhat less square footage and somewhat less front elevation footage.
- (b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon any other lot, or violate any building code in effect at the time of construction.
- (c) All dwellings shall be required to have exterior finishes of brick, stone veneer, stucco, or cement siding such as Hardi Board. Exterior colors shall be of a subdued hue. Roofing shall be an architectural grade shingle on a roof pitch of at least 8/12. A somewhat lower roof pitch might be approved to accommodate a unique roof design. Aluminum, steel or vinyl trim materials may only be used for soffit and fascia.

4. Building Location and Requirements

- (a) No dwelling shall be located on any lot nearer than thirty (30) feet to the front lot line.
- (b) No dwelling shall be located nearer than twelve (12) feet to an interior lot line and the total width of the two required side yards shall not be less than twenty-four (24) feet. No residence shall be nearer than twenty (20) feet to the rear lot line.
- (c) The Owner/Builder is responsible to repair or replace any sidewalk or curb that has been broken or damaged after the purchase date of the lot. The Owner/Builder will escrow \$500.00 per lot with the title company at closing to insure the payment of such costs.

5. Construction Time Following Purchase

The grantee or grantees of any building lot within the subdivision shall, commence construction within eighteen (18) months of the purchase date. If construction does not begin after eighteen months, the grantee or grantees shall be responsible to landscape the first twenty (20) feet of the lot that has exposure to the street (weather permitting). Once the Owner/Builder has commenced construction upon said property, construction shall

continue therewith and have the structure upon the property ready for occupancy as a residence within twelve (12) months from the date construction is commenced (weather permitting).

6. Easement

For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each of the lots shall be landscaped and maintained continuously by the owner of the lot.

7. 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. The storage of any articles, which are unsightly, in the opinion of the Architectural Control Committee, will not be permitted, unless enclosed in areas built and designed for such purposes. Automobiles, trailers, boats or other vehicles are not to be stored on streets, in front of homes or in unfenced side yards that are exposed to streets.

8. Temporary Structures

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

9. Garbage and Refuse Disposal

- (a) The Owner/Builder is responsible during the construction of a dwelling to see that all construction debris is contained in a dumpster and regularly removed from the building site. Sidewalks, curbs and gutter are to be swept clean when construction is finalized.
- (b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. 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 material or objects are to be stored on any lot in view of the general public.

10. Animals and Pets

- (a) Dogs, cats, or other household pets, may be kept as permissible within current zoning regulations provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control.
- (b) If in the opinion of the Architectural Control Committee any of the forenamed pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the Committee may require a reduction in the number of pets permitted or removal of any such pet considered dangerous or unsafe to the neighborhood.

11. Landscaping

Each lot is to be landscaped within six (6) months from the date the dwelling receives final inspection approval. Trees, lawns, shrubs, or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained continuously or replaced at the property owner's expense upon request of the Architectural Control Committee.

12. Subdivision of Lots

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub lots, less in square foot area than the area of the lot at the time of its initial purchase.

NOTE: Lot #1 has an existing home on it and is therefore exempt from any obligation or benefit of this Protective Covenant.

PART B

THE SALZ COVE SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE

1. Membership

The initial Salz Cove Subdivision Architectural Control Committee is LaMar Bradshaw, and other invited residents of Salz Cove Subdivision. 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 shall have full authority to designate a successor. Neither the members of the committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

PART C

GENERAL PROVISIONS

1. Terms

These covenants are to run concurrent with the land and shall be binding upon all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded. After which time said covenants shall be automatically extended for a successive period of ten (10) 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 of the forgoing shall be by proceeding at law or in equity against every person, persons, or entity violating or attempting to violate any covenant herein, whether to restrain with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorney fee to the person or Association enforcing the same.

3. Severability

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

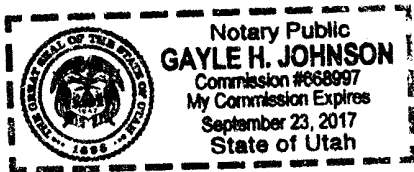
DATED this 17th day of Sept., ~~2013~~ ²⁰¹⁴

WESTMARK PROPERTY, L.C.

By: [Signature]
R. LaMar Bradshaw

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

On the 17th day of Sept., ~~2013~~ ²⁰¹⁴, personally appeared before me LaMar Bradshaw, the principle of Westmark Property, L.C., who being by me first duly sworn did say that he executed the forgoing instrument in behalf of WESTMARK PROPERTY, L.C.



[Signature]