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PROTECTIVE COVENANTS FOR VILLAGE GREEN SUBDIVISION

SALINA TOWNSITE SURVEY  
SALINA, SEVIER COUNTY, STATE OF UTAH Entry No. 212901 Book 172

Recorded 3-22-1982 At 2:40 Page 379

KNOW ALL MEN BY THESE PRESENTS:

Bessie N. Curtis, Recorder Sevier County

Request Of Dana Andreason Fee \$31.00

That D & D DEVELOPMENT, is the owner of the following described property located in Salina, Sevier County, State of Utah, to-wits:

LOTS 1 through 47 - VILLAGE GREEN SUBDIVISION

SALINA TOWNSITE SURVEY

Now, therefore, said owner hereby declares that all of the property described above is held and shall be held, conveyed, hypthecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness or conveyance there of by the Grantees therein. An there constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed conveyance, subject to said covenants and restrictions, as follows, to-wit:

*Sub*  
*B-27*  
*Q-14*

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on or let other than detached dwelling units designed for not more than one family, not to exceed two stories in height, and attached or detached garages, carports, storages or utility buildings, or similar structures. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or build on any lot until the construction plans and specifications, or sketches and worksheets, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Application for City Building Permit shall not be made until after compliance with the foregoing. No fence, wall, or hedge 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 Section Four (4), Article II, of these covenants.

3. DWELLING COST, QUALITY AND SIZE: No single family dwelling costing less than \$30,000.00 shall be permitted on any lot, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of 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.

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The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eleven hundred (1100) square feet for a one-story dwelling and not less than nine hundred (900) square feet for a dwelling of more than one story. In the case of any dwelling designed or remodeled for occupation by two families, there shall be a minimum of eight hundred (800) square feet dwelling space for each family exclusive of one-story open porched and garages, and there shall be a garage or carport and adequate closed-in storage area for each family.

4. BUILDING LOCATION: (A) No building shall be located on any street that thirty (30) feet to the front line or nearer that twenty-five (25) feet to any side street line.

(B) No building shall be located nearer that ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line.

(C) No dwelling shall be constructed on a lot having a frontage of less than eighty (80) feet and square footage of less than nine thousand five hundred (9500) square feet.

(D) The provisions of this section may on an individual basis, be appeal by a lot owner, be modified by the Architectural Control Committee, providing it is determined that there will be no adverse impact on adjoining lots and providing such modification does not offend existing City ordinances.

5. EASEMENTS: Easements for installation and maintenance of utilities are reserved over the rear seven and one-half feet of lots and ten feet on other lots, no structure, planting, or other material shall be placed and permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities. The easements area of each lot and the City property between the sidewalk and the curb and gutter which fronts each lot shall be improved and 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, including mining or drilling operations, 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 owner or each lot shall be responsible for the maintenance thereof, whether or not a dwelling structure exists thereon, and shall be obliged to prevent the growing of any noxious weeds or the accumulation of any paper, rubbish, old machinery or equipment, or trash of any kind.

7. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn, or other out-buildings shall be used at any time as a residence, either temporarily or permanently, nor shall said structures be permitted on said property at any time.

No old or second-hand structures shall be moved onto any of said lots without the approval of the Architectural Control Committee. It being the intent hereof that all dwellings and other buildings to be erected on said lots or within said subdivisions, shall be new construction of of comparable

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quality as to appearance, workmanship, and materials.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot without first receiving approval from the Village Green Subdivision Architectural Control Committee prior to display. Said approval shall not be unreasonably withheld.

9. LIVESTOCK, POULTRY, AGRICULTURE: 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. Such animals as are permitted shall be strictly controlled and kept pursuant to city ordinances.

10. STREET PARKING: No bus, tractor, trailer, truck, camping vehicle, boat, boat trailer, mobile home, or other vehicle, other than standard automobiles and pickup trucks with standard beds, shall be permitted to be parked on any public street within Village Green Subdivision. The intent of this provision is not to prevent the temporary parking of a "prohibited" vehicle belonging to a visitor or guest of the owner of any lot, nor to prevent the emergency parking of a "prohibited" vehicle belonging to any lot owner, but rather to prevent the parking of such vehicles.

11. DWELLING CONSTRUCTIONS: In order to promote a harmonious community development and protect the character of the neighborhood, the following guide lines are set at:

(A) The Architectural Control Committee shall be most favorable toward stone, stone veneer, brick, brick veneer on any proposed dwelling.

(B) Location of all storage or utility buildings, garbage and refuse containers, clothes drying lines, and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be unduly conspicuous from the frontage street.

12. DAMAGE TO IMPROVEMENTS: The owner of any lot shall be responsible for repair of damage to any sidewalk, curb and gutter, street, or other improvements within Village Green Subdivision occasioned by his act or the act of his contractor, builder, or agent, wherever such damage occurs. This shall be construed to include replacement where reasonably necessary. Each owner shall be obliged to contractually pass on to his contractor, builder, or agent the responsibility imposed by this provision, through this shall not be construed to relieve said owner of primary liability failing performance by his contractor, builder, or agent.

13. This subdivision will comply to all Salina City Ordinances and regulation, and laws. If there is a discrepancy in any subdivision regulations the city's will come first.

14. It shall be known by the owners of the property in Village Green Subdivision that a committee of four other family members be elected to a board of adjustments in case of discrepancy on any regulation.

15. A vote will be held by the board of Adjustment and the Four votes cast with the fifth vote to come from the person who is requesting an adjustment.

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16. It shall be unlawful for any owner to hang, drape, or attach lines to his home to an outside object.

17. All parked cars shall be stationary for a period of no longer than three days.

18. It shall be unlawful for any owner to park cars in his yard for the purpose of storage.

19. It shall be unlawful for an owner to obstruct any utility easements in the subdivision.

20. It shall be unlawful for an person to divert any drainage water from the subdivision.

21. It shall also be known that all water is to be let flow down all drainage areas with out any obstructions.

22. It shall be known that no structure is to be built to obstruct the view or to depreciate the value of any other owner's property.

23. It shall be known that each owner will have on his lot a Post Light, owned or rented, of any style, and it shall be placed 20' in front of any home for the purpose of street lighting in the subdivision, as per Salina City Ordinances.

ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF PROTECTIVE COVENANTS: All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in this Article, until forty (40) years, and shall as then in force be continued thereafter for successive periods of twenty years each without limitation, unless a written agreement is executed by more than two-thirds (2/3) of the than record owners in the area of said property with one vote per lot and lot owner, exclusive of streets, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all manner and to the extent therein provided.

2. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants, and reservations contained in this declaration shall be construed together, but the invalidation of one or any part thereof, by court order or otherwise, shall in no way effect the validity of the remaining part or any other part, and the same shall remain in full force and effect.

3. ENFORCEMENT: Each and all of said conditions, covenants, and reservations is and are for the benefit of Grantor, and each owner of land (or any interest therein), in said property, and they and each thereof shall carry to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. As to each lot owner the said restrictions, conditions, and covenants shall be

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covenants of equitable servitude, and the breach of any thereof and the confidence of such breach may be enjoined, abated, or remedied by appropriate proceedings by any such owner of other lot or parcel in said Village Green Subdivision every act or omission whereby any restriction, condition, or covenant is violated in whole or in part being hereby considered and declared to be a nuisance. Failure by Grantor or any property owner or their legal representatives, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations, shall in no event be deemed a waiver of the right to do so thereafter. Grantor and any property owner, their successors and assigns, shall be entitled to recover costs and legal expenses incurred in giving force and effect to the terms hereof.

PROTECTIVE COVENANTS FOR VILLAGE GREEN SUBDIVISION, SALINA, UTAH

OWNER'S DEDICATION:

Known all men by these presents that we, the undersigned owners of the property shown and described hereon, having caused said property to be subdivided into lots, and easements as shown. To be hereafter known as Village Green Subdivision, and do hereby warrant and save the City of Salina harmless from any easements or other encumbrances on the dedicated land.

In Witness where of we have here unto set our hands on this 22<sup>nd</sup> day of March A.D. 1982

\_\_\_\_\_  
\_\_\_\_\_

Lana Critcherson  
Det. B. Thompson

Acknowledgement:  
State of Utah ss.

County of Sevier  
On this 22nd day of March A.D. 1982, personally appeared before me the above signers of the foregoing owner's dedication who duly acknowledged to that they signed it freely and voluntarily for the purpose therein mentioned.  
Residing at Salina, Utah

Wanda M. Campbell  
Notary Public

My Commission Expires Oct. 28, 1982

Recorder:  
Entry No. \_\_\_\_\_ Recorded at the request of \_\_\_\_\_

A.D. 1982, At \_\_\_\_\_ Fee \_\_\_\_\_ Date: \_\_\_\_\_

Recorder, Sevier County

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