

2534854

RESTRICTIVE COVENANTS FOR BRIGHTON POINT NO. 4 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the following described property in Salt Lake County, State of Utah, to-wit:

Lots 20 through 55, inclusive, of Brighton Point No. 4 Subdivision located in the Southwest quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

and are desirous of creating restrictions and covenants affecting said property.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declare the property herein described, subject to the following restrictions and covenants:

1. PERSONS BOUND BY THESE RESTRICTIONS: All covenants and restrictions herein stated shall run with the land and all fee owners thereof shall be taken and held to 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, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1st, 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part, provided that at any time after January 1, 2001, the owners of 3/4 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 Salt Lake County Recorder. The owners of 100% of said lots may file such an agreement at any time.

2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and appurtenant purposes. No building shall

Recorded APR 25 1973 at 12:54 P. m.
Request of WILLIAM M. WALL
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 6.00 By W.M. Wall Deputy
Ref. 1372 50 2266 8000 84108

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be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2½) stories or thirty-five (35) feet in height, and a private garage and carport for not more than three vehicles. All construction shall be of new materials. Such accessory buildings as are approved by the Architectural Control Committee shall also be permitted.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot having a fair market value of less than \$40,000.00, including the lot, based upon costs and value 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 a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, and not less than 1300 square feet for a dwelling of more than one story. Exceptions to the above requirements may be approved by the Architectural Control Committee.

4. COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY: All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of the Salt Lake County Zoning Ordinances relating to Residential Zone R-1-8, unless otherwise modified by the covenants herein contained.

5. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, or other out-building shall be used at any time within said subdivision as a temporary or permanent residence. No structure shall be moved onto any of said residential lots unless it meets with the approval of the Architectural Control Committee hereinafter referred to.

6. NUISANCES

A. 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.

B. Pets. No barn, coop, shed, sty, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other 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.

C. Storage. No storage of any articles is permitted in carports unless enclosed in 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 that regularly used passenger cars and light pick-up trucks which may be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports or in the rear yard portion of each lot.

D. Signs. No signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding 200 square inches displaying the name and profession of any professional man, and one sign not exceeding 4 square feet advertising the sale or lease of a lot. Other signs may be displayed during the construction and lot sales period.

E. Oil and Mining. There shall be no oil drilling, mining or quarrying operations of any kind permitted upon any lot.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

7. EASEMENTS: Easements are reserved as shown on the recorded subdivision plat.

8. 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.

9. ARCHITECTURAL CONTROL:

A. Approval Required. No building or structure (including a tennis court or swimming pool) shall be erected, altered, or placed on any lot until the construction plans and specifications and a plan showing the location thereof have been approved

by the Architectural Control Committee as to quality of materials, harmony of external design with existing structures, and as to location. No fence or wall shall be erected, altered or placed on any lot nearer to any street than the minimum building setback line unless similarly approved.

B. Procedure. The Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 15 days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or yard work are the sole responsibilities of the owners and designers.

C. Membership. The Architectural Control Committee is composed of Victor S. Merrill, Marian Y. Merrill and Jerry S. Young. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to select a successor. In the event of the inability of all of the members so to act, successors may be appointed by the vote of a majority of the lot owners in said subdivision.

10. ENFORCEMENT. Enforcement, either to restrain violation or recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Enforcement may be by the Architectural Control Committee or by any affected property owner.

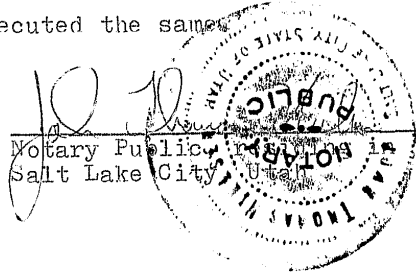
11. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Victor S. Merrill
Victor S. Merrill

Marian Y. Merrill
Marian Y. Merrill

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

On the 25 day of April, 1973, personally appeared before me VICTOR S. MERRILL and MARIAN Y. MERRILL, the signers of the above instrument, who being by me duly sworn, did say, each for himself, that they executed the same.



My Commission Expires:

1/13/74