

Recorded SEP 7 - 1973 at 325 m.
Request of Verne J. Finlayson
Fee Paid JEROMEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 600 By Helen Dehle Deputy
Ref. 2332 Last Creek Rd.
Sandy, ut.

2567775

RESTRICTIVE COVENANTS

VERNE G. FINLAYSON and JUNE A. FINLAYSON, his wife

TO

WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of CRAVALAN ESTATES, according to the plat of said subdivision recorded in the office of the County Recorder of Salt Lake County, State of Utah, as part of the general plan for the improvement of said property, do hereby declare said property subject to the restrictions and covenants as follows, to-wit:

A. GENERAL PROVISIONS

A-1. TERM. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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.

A-2. ENFORCEMENT. If any person or persons shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in the above described tract to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

A-3. 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.

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B. RESIDENTIAL AREA COVENANTS

B-1. LAND USE AND BUILDING TYPE. All lots in the above described tract shall be known and described as single residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one (1) single family dwelling not to exceed two stories in height (although a split-level dwelling is also permitted), a private garage for not more than three (3) cars, and such other necessary buildings as are approved by the Architectural Control Committee.

B-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications 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 external design with existing structures, and as to location with respect to topography, other residences and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as provided in Part C below.

B-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Fifty Thousand Dollars (\$50,000.00), including the lot, based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 at the minimum cost stated herein for the maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and the garage, shall be not less than 1,600 square feet. Carports are not permitted. No residence shall be constructed without constructing concurrently therewith a two or three car garage, although such garage need not be attached.

B-4. BUILDING LOCATION.

(a) No building shall be located on any residential lot nearer than 30 feet to the front lot line.

(b) No building shall be located nearer than 12 feet to an interior lot line, except that a one foot side yard shall be required to a garage or other permanent accessory building located 50 feet or more from the minimum building set-back line.

(c) For the purpose of this covenant, eaves, steps, cornices, spoutings,

chimneys, ornamental projections 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 a building on a lot to encroach upon another lot.

B-5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, landscaping or other materials 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.

B-6. NUISANCES. No noxious or offense trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(a) No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pickup trucks can be parked on the driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages or on the rear yard areas of each lot.

(b) Each lot is to be developed and maintained by its owner in an attractive, safe and sanitary manner.

(c) Each owner shall insofar as is possible retain and maintain the scrub oak brush presently existing on each lot in the above described tract.

(d) Permitted pets, poultry and livestock are to be adequately housed or stabled in sanitary facilities to prevent offensive odors, insects and diseases. Predatory and destructive animals or fowl are to be adequately restrained to prevent marauding, nuisance or damage to other property owners.

B-7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

B-8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except 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.

B-9. OIL AND MINING OPERATIONS. No 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.

B-10. PETS, LIVESTOCK and FOWL. Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink, swine and goats are not permitted on any lot either temporarily or permanently. A maximum of two horses is permitted per one-half acre. All permitted animals and fowl are to be adequately maintained in a clean and sanitary condition.

B-11. 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.

C. ARCHITECTURAL CONTROL COMMITTEE.

C-1. MEMBERSHIP. The Architectural Control Committee is composed of Verne G. Finlayson, and June A. Finlayson, and, if desired by them, an additional member who is an owner of one or more lots in said subdivision, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. Neither the members of such committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. From and after twenty-five (25) years from the date of the recording of these restrictive covenants, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (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.

Dated this 21 day of ~~July~~^{Aug} 1973.

Verne G. Finlayson
Verne G. Finlayson

June A. Finlayson
June A. Finlayson

STATE OF UTAH)
): SS.
County of Salt Lake)

On this 21 day of ~~July~~^{Aug}, 1973, personally appeared before me VERNE G. FINLAYSON and JUNE A. FINLAYSON, his wife, the signers of the foregoing document, who duly acknowledged to me that they signed the same.

[Signature]
Notary Public
residing at Salt Lake City, Utah

