

Entry No. 261499 Book 292
Recorded OCT 14 1994 At 4:30 Page 755
Dorothy V. Henrie, Recorder Sevier County
Request of Rennone Robins Fee \$53.00

OCT 14 1994

PROTECTIVE COVENANTS FOR SUNNYBROOK ACRES
PHASE III
SALINA TOWNSITE SURVEY
SALINA, SEVIER COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the following described property located in Salina, Sevier County, State of Utah, to-wit:

Sub A 15
LOTS 1, 2, 3, 4, 5, 6, 7a, 7b, 8, 9, 10, 11,
12, 13, 14 PHASE III, SALINA TOWNSITE SURVEY.

NOW THEREFORE, said owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated 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 of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the Grantees therein, and their heirs, executors, administrators, successors and assigns, shall 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 or conveyance, subject to said covenants and restrictions, as follows, to-wit:

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 any lot other than detached dwelling units designed for not more than two families, not to exceed two stories in height, and attached or detached garages, carports, storage 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 altered 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

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as to location with respect to topography and finish grade elevation. Application for a 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 \$90,000.00 and no two-family dwelling costing less than \$100,000.00 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 covenant 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. 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 and not less than eight hundred (800) 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 minimum of eight hundred (800) square feet dwelling space for each family exclusive of one-story open porches and garages, and there shall be a garage or carport and an adequate closed-in storage area for each family.

4. BUILDING LOCATION:

(A) No building shall be located on any lot nearer than thirty (30) feet to the front line or nearer than twenty-five (25) feet to any side street line.

(B) No building shall be located nearer than 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.

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(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 six hundred (9,600) square feet.

(D) The provisions of this section may on an individual basis, upon 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. 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 of 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.

6. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn, or other outbuildings 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 or of comparable quality as to appearance, workmanship, and materials.

7. SIGNS: No sign of any kind shall be displayed to the public view on any lot without first receiving approval from the Sunny Brook Acres Architectural Control Committee prior to display. Said approval shall not be unreasonably withheld.

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8. 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.

9. 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 Sunny Brook Acres. 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 on regular basis or as a matter of course.

10. DWELLING CONSTRUCTION: In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

(A) Any dwelling designed or remodeled for occupation by two families shall be judge by a high standard of architectural control so as to insure that it will blend well with surrounding dwellings and not detract from the neighborhood in which it is located.

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

(C) 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.

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11. DAMAGE TO IMPROVEMENTS: The owner of any lot shall be responsible for repair of damage to any sidewalk, curb and gutter, street, or other improvement within Sunny Brook Acres 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, though this shall not be construed to relieve said owner of primary liability failing performance by his contractor, builder, or agent.

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 owner 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 limitations, unless a written agreement is executed by more than two-thirds (2/3) of the then 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 nay 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 inure to and pass with each and every parcel of said property and shall apply to and bind the

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respective successors in interest of said Grantor. As to each lot owner the said restrictions, conditions, and covenants shall be covenants of equitable servitude, and the breach of any thereof and the continuance of such breach may be enjoined, abated, or remedied by appropriate proceedings by any such owner of other lot or parcel in said Sunny Brook Acres, 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.

Earl J. Steiger
Earl J. Steiger

Marilyn Steiger
Marilyn Steiger

Scott Paul Anderson
Scott Paul Anderson

Carla Anderson
Carla Anderson

Larry D. Shaheen
Larry D. Shaheen

M'Shelle D. Shaheen
M'Shelle D. Shaheen

James L. Maxwell
James L. Maxwell

Terri W. Maxwell
Terri W. Maxwell

Randall Johnson
Randall Johnson

Bradley D. Barney
Bradley D. Barney

Corey Underwood
Corey Underwood

Danette F. Underwood, nbm
Danette F. Underwood, nbm
Danette F. Nentwich

Reginal R. Hansen
Reginal R. Hansen

Barbara A. Hansen
Barbara A. Hansen

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Bobbie B. Robins
Bobbie B. Robins

Allen B. Robins
Allen B. Robins

Glen Craig Barney
Glen Craig Barney

Kelly R. Laier
Kelly R. Laier

Renonne Robins
Renonne Robins

Sharon J. Stapel
Sharon J. Stapel

Susan R. Barney
Susan R. Barney

Barbara B. Laier
Barbara B. Laier

STATE OF UTAH)
: SS.
COUNTY OF SEVIER)

On this 11th day of October, 1994, personally appeared before me EARL J. STEIGER, MARILYN STEIGER, SCOTT PAUL ANDERSON, CARLA ANDERSON, LARRY J. SHAHEEN, M'SHELLE D. SHAHEEN, JAMES L. MAXWELL, TERRI W. MAXWELL, RANDALL JOHNSON, BRADLEY D. BARNEY, DANETTE NENTWICH, BOBBIE R. ROBINS, RENONNE ROBINS, ALLEN B. ROBINS, SHARON J. STAPEL, GLEN CRAIG BARNEY, SUSAN R. BARNEY, KELLY R. LAIER and BARBARA B. LAIER, the signers of the within and foregoing instrument, who duly acknowledged before me that they executed the same.

Richard K. Chandler
Notary Public

Residing At: Richfield, Utah

My Commission Expires: 7-10-95

