

2967523

RESTRICTIVE AGREEMENT

By

SUN STONE CAPITAL #3, A LIMITED PARTNERSHIP

Recorded JUL 8 1977 at 4:23 P.m.

Request of Sun Stone Capital #3

KATIE L. DIXON, Recorder
Salt Lake County, Utah

\$ 11.00 By [Signature] Deputy

REF. 737 Hilltop Rd.
84103

Dated April 7, 1977

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, SUN STONE CAPITAL #3, A LIMITED PARTNERSHIP, is the owner of Northcrest Subdivision, Plat "Q", situated in Salt Lake County, State of Utah, and it desires and intends to sell and convey the same to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof, it hereby agrees with all who shall purchase said property, or any part thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects, to-wit:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private, single family residence purposes, and no flat or apartment house shall be erected thereon, and no structure shall be erected or placed on any of said lots other than a one, two or three car garage not exceeding one story in height, and one single family dwelling not to exceed one story in height; and that on those lots where the finished ground elevation is at least one story lower on one side of the dwelling than on the opposite side, the dwelling may extend two stories above the finished ground elevation on such lower surface; except on those lots No. 8, 9, 10 and 11 where the steepness of the slope is such that it would not interfere with the view of any home built above these lots, the houses may be built three stories above the basement floor level.

SET BACK OF RESIDENCES FROM SIDE AND FRONT LOT LINES: No building shall be erected on any of the lots within the said subdivision nearer than eight feet to any side lot line. The side line restriction shall not apply to a garage located 60 feet or more from the front lot lines, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line. All buildings in Northcrest Subdivision, Plat "Q", shall be erected 20 feet from the front lot line unless a variance is granted by the Salt Lake City Board of Adjustment.

SUBDIVIDING OF LOTS: No lot may be redivided or sold in pieces other than as shown on the official plat for the purpose of constructing additional dwellings thereon.

NO TRADE OR BUSINESS PERMITTED: No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED: No trailer, mobile home, camper, basement, tent, shack, garage, barn or other outbuilding shall be moved onto, erected or stores on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

RESTRICTIONS TO ANIMALS AND FOWLS: That no animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision except such dogs, cats, and birds as are kept as household pets.

LOTS WITH FILL MATERIAL: There is uncompacted fill material on lots No. 1, 3 and 4.

RESERVATION OF EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE: The right is hereby reserved in Sun Stone Capital #3, its successors or assigns, to grant easements from time to time for the installation and maintenance of utility services above and beneath the surface along the rear and side lot lines of the lots within said subdivision and extending five feet in width on either side of said lot lines.

(continued)

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RESTRICTION TO CAPACITY: No dwelling shall be permitted on any lot in which the area of the main floor, measured and computed along the outside walls surrounding such area (exclusive of open porches, windway, and garages) is less than 1400 square feet, and no structure shall be moved onto any residential lot in said plat.

LANDSCAPING AND BEAUTIFICATION OF LOT: Landscaping of the front and rear yards must be commenced within one month after the date the house is occupied (or by April 30th of the following year if a house is occupied after October 15th) and must be completed immediately thereafter enough to stabilize the site. The planting of any species of trees that grow to great heights and that would obstruct the view of the area will be prohibited. Landscaping must be completed within one year.

APPROVAL OF PLANS: No structures, either residence, outbuilding, tennis court, swimming pool, wall, fence or other improvements shall be constructed upon any of the said lots without the written approval as to location, height, and design thereof first having been obtained from the Northcrest Architectural Supervising Committee. Before construction work of any kind is started, the plans of the exterior design of any building to be constructed on any of said lots shall first be submitted to the committee for their approval and said plan shall show the four exterior elevations of said building together with a floor plan plotted on a map of said lot and any additional details of the house construction the Northcrest Architectural Supervising Committee may require.

RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns, until the 7th day of April, 1997, on which date they shall terminate and end and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, her, or their seisin of or title to said land and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages, and the failure of the undersigned, Sun Stone Capital #3, a limited partnership, or owner or owners of any of the lots in this subdivision to enforce any of the restrictions therein set forth at the time of its violation shall, in no event be deemed a waiver of the right to do so thereafter.

INVALIDATION: The invalidation of any of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned, Sun Stone Capital #3, a limited partnership, may by appropriate assignment, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it.

Signed: SUN STONE CAPITAL #3
a limited partnership

James B. Cunningham
James B. Cunningham

On the 7th day of April, 1977 personally appeared before me James B. Cunningham who being by me duly sworn, says that he is a General Partner of Sun Stone Capital #3, a limited partnership, and that he executed the above and foregoing instrument and that said instrument was signed in behalf of said limited partnership.

In witness whereof I have herewith set my hand and affixed my seal the 7th day of April, 1977



Leo D. Jensen
Notary Public
Residing in Salt Lake City, Utah