

FEB 15 1978

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DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A
PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned, being the owners of the following described real property located in Salt Lake County, State of Utah, to-wit:

Lots 301 to 358, both inclusive, DIMPLE DELL VILLAGE NO. 3, according to the plat thereof, as recorded in the office of the County Recorder of said County

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B
RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three vehicles. Carports are expressly prohibited. All construction shall be of new materials, the exterior facade of which must be at least 50% brick unless otherwise approved by Architectural Control Committee. All buildings must be constructed on location from their separate components; no prefabricated houses shall be permitted and no structure shall be moved onto any lot in said subdivision.

2. Architectural Control. No building shall be erected,

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BOOK 4625 PAGE 115

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 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 setback line unless similarly approved. Approval shall be as provided in Part C.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot having a construction cost of less than \$50,000 including lot, based upon 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 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 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 1,500 square feet, except that split entry type dwellings with garages built into the lower level shall have a minimum of 1,700 square feet, exclusive of garages and open porches. Two-story dwellings shall have no less than 2,200 square feet finished floor space above ground.

4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by the zoning regulations then applicable to the property.

5. Lot Area and Width. All dwellings erected or placed on any lot shall conform to then applicable zoning regulations with respect to lot area, width and location of buildings.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no strucutre, planting or other material 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.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used. No ham radio antennas shall be permitted.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 period.

10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes and are restricted to the owner's premises or on leash under handler's control.

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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

12. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with

the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Oil and Mining Operations. No oil drilling, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C
ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of Richard H. Lawler and Morris W. Stuart. In the event of death

or resignation of either member of said committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event both members of said committee die, or in the event the committee ceases to function, then 50% of the owners of the lots in said subdivision shall have the right to elect a committee. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. This committee shall have the right to vary the requirements as set forth in Part B-1, but said variance shall not be valid unless obtained in writing. Any such waiver on one or more occasions or with respect to one or more lots shall not be deemed a continuing waiver or be deemed a course of action which may constitute a continuing waiver with respect to any lot not specifically identified in such written waiver.

2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event said committee, or its designated representative, fails to approve or disapprove such design and location thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

PART D
GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants

are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

INVEST '73, LTD.,
A Utah Limited Partnership

INVEST, INC.

By: Richard H. Lawler
General Partner

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

On the 13th day of February, 1978, personally appeared before me Richard H. Lawler, Jr., the signer of the within instrument, who being by me duly sworn, did say that he is a general partner in INVEST '73, LTD., a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership by authority of said limited partnership as an act and deed of said limited partnership.


Notary Public
Residing at:

My Commission Expires:

11/10/79