

Recorded JUN 14 1978 at 9:08 AM
Request of GUARDIAN TITLE CO.
KATIE L. DIXON, Recorder
Salt Lake County, Utah
3300 By G. Schvaneveldt Deputy
REF. G. Schvaneveldt

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RESTRICTIVE COVENANTS FOR SOMERSET SOUTH SUBDIVISION, PLAT "B"

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 57 through 109, inclusive, of SOMERSET SOUTH SUBDIVISION, PLAT "B", according to the official plat thereof.

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 AND COVENANTS:

All covenants and restrictions herein stated shall run with the land and all fee owners or purchasers thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed 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 1, 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 or 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 be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height, and a private garage for not more than three vehicles, except Lots 69, 70, and 71 on which two family dwellings (duplex's) shall be permitted. Garages shall be required rather than carports. All construction shall be of new materials. Such accessory buildings as are approved by the Architectural Committee shall also be permitted, and the Committee may allow two families to occupy one single-family home, but a written request must first be approved in writing by the Architectural Committee.

3. DWELLING COST, QUALITY AND SIZE:

No dwelling shall be permitted on any lot having a fair market value of less than \$70,000.00, 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, workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded. The undersigned reserves the right for itself, its successors and assigns to set a minimum square footage floor area of any dwelling house to be erected on any of said lots in contracts and deeds for any or all of such lots.

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4. COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY:

All buildings in said subdivisions shall be placed and used upon said lots in accordance with the present provisions of the Salt Lake County Zoning Ordinances relating to Zone R-2-8 unless otherwise modified or restricted by the covenants herein.

5. TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, or other out-building shall be placed upon or used at any time within said subdivisions 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 Committee.

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 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 a reasonable number of household pets. Pets shall at all times be under proper control and supervision of their owners.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard portion of any lot, except that regularly used passenger cars and light pick-up trucks 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 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 4 square feet advertising the sale or lease of a lot. Other signs may be displayed during the construction and lot sales period.

E. Drilling and Mining. There shall be no oil drilling, mining, quarrying or excavation 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 plats or as recorded in the office of the Salt Lake County Recorder.

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 and including the mail box, shall be erected, remodeled or placed on any lot without the written approval as to location, height, design and harmony with existing structures first having been obtained from the Architectural Committee. No fence or wall shall be erected on any lot nearer to any street than the minimum building setback line unless similarly approved. No existing natural vegetation shall be removed unless similarly approved. A copy of the Building Plan as approved by Salt Lake County shall be submitted to Architectural Control Committee. (i.e. W. E. Thornton, 5346 Baywood Circle, Salt Lake City, Utah 84117) Prior to start of construction. Said plans shall be retained by said committee until completion of dwelling. Site plan shall include Drainage Plan, Building Elevation and Final Grade Elevation.

9. ARCHITECTURAL CONTROL (cont.)

B. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the SOMERSET SOUTH SUBDIVISION, PLAT "B", affected hereby:

1. Harmony in building: The exterior material of all homes shall be either wood, stucco, brick or stone. The roofing materials shall be either wood shingles, composition shingles, or tile roofs in natural colors.

2. Color harmony: Exterior colors must be approved by the Architectural Committee in order that harmony with the surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials. The use of bland, unpainted concrete or blocks and painted or unpainted metal is prohibited on exterior surfaces.

3. Retaining walls: All retaining walls must be approved by the Architectural Committee.

4. Site plan: The direction which homes on corner lots shall face must be approved by the Architectural Committee. If possible, driveways having a slope of greater than 8% should be avoided. Lot owners must determine the depth and location of the sewer from the Cottonwood Sanitary District prior to designing their exterior house elevations. The Architectural Committee must approve construction of two-story homes on any particular lot since some lots do not lend themselves to two-story homes.

5. Roofs: All roofs shall have a pitch, the minimum being 4 in 12, and the maximum being a 9 in 12 pitch.

6. Fences: Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of homes, and should compliment the architecture of the home. The height shall be 8 feet or less.

7. Exterior lighting: Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility.

C. Landscaping. Landscaping must be completed for the front yard portion of the lot within 9 months from the date the home is occupied.

D. Architectural Procedure. The Architectural Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to act on a submitted plan within 10 days after it has been submitted, approval will not be required and the plan shall be deemed to have been approved. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or yard work, and any violations of County ordinances are the sole responsibility of the lot owners and/or their designers or architects. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the buildings or with the architectural soundness thereof.

E. Membership. The Architectural Committee is composed of W. E. Thornton, Scott Thornton and Kurt Thornton. A majority of the Committee may approve or disapprove plans or may designate a representative to act for the Committee. 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 subdivisions.

10. COVENANTS RUNNING WITH THE LAND:

A. Grass: Each lot owner shall plant and maintain grass in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot.

B. Concrete Maintenance. Each lot owner shall at all times keep the curb and gutter and sidewalk in front of his or her lot or lots in good conditions, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Architectural Committee.

C. Enforcement. The agreements contained in paragraphs A, B, and C above shall be construed as covenants running with the land. The lot owners hereby agree that the Committee may institute any suit or suits necessary in order to obtain a decree for specific performance under these agreements. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the plaintiff's attorney as such fees may be fixed by the Court.

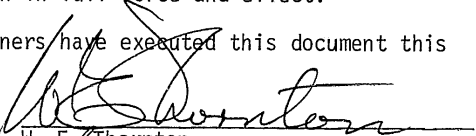
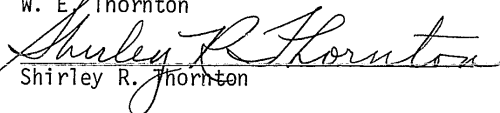
11. VIOLATION OF RESTRICTIONS, PENALTIES:

Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

12. SEVERABILITY:

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

IN WITNESS WHEREOF, the undersigned owners have executed this document this day of


W. E. Thornton

Shirley R. Thornton

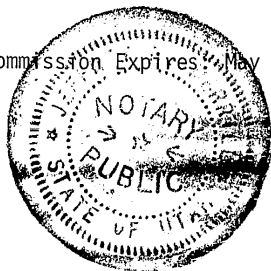
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 13th day of June, 1978, personally appeared before me W. E. THORNTON and SHIRLEY R. THORNTON, his wife the signers of the above instrument, who being by me duly sworn did say that they executed the same.


Notary Public.

My Commission Expires May 8, 1982

Residing in: Salt Lake City, Utah



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