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Recorded at Request of GRANITE SCHOOL DISTRICT
at 3:17 m Fee Paid \$ 32.50 KATIE L. DIXON, Recorder
Salt Lake County, Utah, By Wayne Maberry Dept. Date AUG 22 1980

DECLARATION OF BUILDING AND USE RESTRICTIONS

340 E. 3545 So.
8415

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:

Lots 1 to 46 only, Briarcreek Estates Subdivision, Phase II, according to the official plat thereof 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 lots 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. All construction is to be of new materials.

2. Architectural Control

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with the 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 the 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 at a cost of less than \$100,000 including lot, based upon cost level prevailing upon 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

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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 floor structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet in the case of a one-story structure, nor less than 1,200 square feet in the case of a one and one-half or two-story structure.

4. Garage Required

Every living unit must have a minimum of a two car garage with a closing door.

5. Driveways

Driveways for living units must be large enough to accommodate two parked automobiles.

6. Building Location

- a. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line.
- b. No dwelling shall be located nearer than 10 feet to any interior lot line except that a one-foot side yard shall be permitted for a garage or other permitted accessory building located 40 feet or more from the front building setback line. No main building shall be located on any interior lot nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within seven feet of the rear lot line so long as such buildings do not encroach upon any easements.
- c. For the purpose of the covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

7. Lot Area and Width

No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the building setback line, nor shall any dwelling be erected, or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above front and side yard clearances are maintained.

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8. Nonresidential Use

No part of a property shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes.

9. Nuisances

No noxious or offensive activity 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless an enclosed area is built or designed for such purposes. 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.

10. Temporary Structures

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

11. Signs

No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or on any lot except one sign for each building site of not more than 18" by 24" advertizing the property for sale or rent or except signs used by declarant, his successors or assigns to advertize the property during the construction and sales period.

12. Animals, Livestock, or Poultry

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 on the lot provided they are not kept, bred, or maintained for any commercial purposes or kept in unreasonable numbers, and are restricted to the owner's premises or on leash under handler's control. Notwithstanding the foregoing, no animals or fowls may be kept on the properties which result in an annoyance or are obnoxious to residents in the vicinity.

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, or mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained, or permitted upon any lot.

14. 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. All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, wood piles, storage areas, and machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining lots and street by a fence, building, or appropriate screen.

15. Electronic Antennas

No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed, or permitted to remain on any of the houses or structures on the lots in said tract unless or until the same shall have been approved in writing by the Architectural Control Committee.

16. Sight Distance at Intersection

No fence, wall, hedge of shrub planting which obstructs sight lines at elevations between 2 and 6 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 10 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 a sufficient height to prevent obstruction of such sight lines.

17. Slopes 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 William H. Leiter, T. Brent Hilton, and Clive L. Jensen. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded 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.

2. Submission to Committee

No living unit, garage or other structure, no landscaping or other improvement of the lot, no alteration, repainting, or refurbishing of any building exterior shall be contracted, maintained or performed unless complete plans and specifications therefore have first been submitted to and approved by the Architectural Control Committee.

3. Standard

In deciding whether to approve or disapprove plans and specifications submitted to it, the committee shall use its best judgment to insure that all improvements, construction, landscaping, alterations on lots within the property conform to and harmonize with existing surroundings and structures.

4. Approval Procedure

Any plans and specifications submitted to the committee shall be approved or disapproved by it in writing within thirty days after submission. In the event the committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

5. Construction

Once begun, any improvements, construction, landscaping, or alterations approved by the committee shall be diligently prosecuted to completion.

6. No Liability for Damages

The committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this declaration.

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 violations or to recover damages.

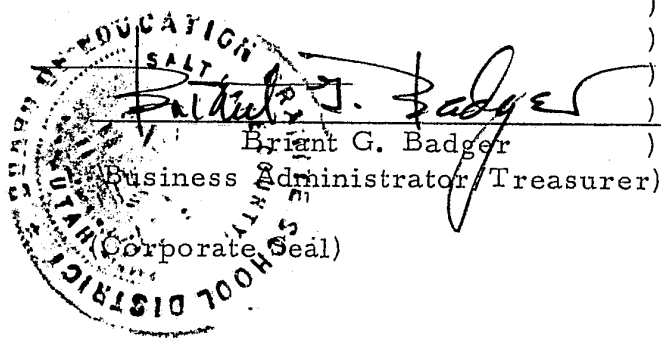
3. Severability

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.

Executed at Salt Lake City, Utah, this 22nd day of August, 1980.

GRANITE SCHOOL DISTRICT
BOARD OF EDUCATION

Attest:

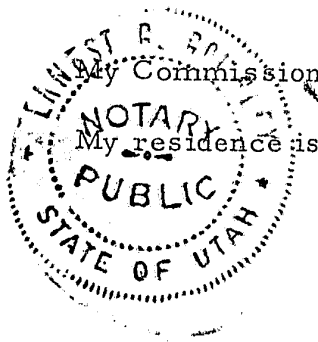


By Grant H. Linford
Grant H. Linford, President

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 22nd day of August, A.D., 1980 personally appeared before me Grant Linford and Briant G. Badger who being by me duly sworn did say, each for himself, that he, the said Grant Linford is the president, and he, the said Briant G. Badger is the business administrator/treasurer of Granite Board of Education, and that the within and foregoing instrument was signed in behalf of said board of education by authority of a resolution of its board of education and said Grant H. Linford and Briant G. Badger each duly acknowledged to me that said board of education executed the same and that the seal affixed is the seal of said board of education.

Ernest B. Bowley
Notary Public



My Commission expires 11/13/81
My residence is Salt Lake County