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RECORDED AT THE REQUEST OF  
Edon Roberts

1991 OCT -7 PM 12:24

NINA H. HENRI  
UTAH COUNTY RECORDER  
67 FEB 17 50

EAGLES VIEW PLAT A SUBDIVISION  
BOOK 2841 PAGE 473

#### RESTRICTIVE COVENANTS

We, the undersigned, are owners of the EAGLES VIEW PLAT A, a SUBDIVISION located in north east quarter of section 17, township 7 south, range 3 east, Salt Lake base and meridian, Provo City, Utah County, Utah, and make the following declaration to be a part of the SUBDIVISION,

##### PART A: PURPOSE.

(1) The following declarations as to limitations, restrictions, and uses to which each and all lots constituting the SUBDIVISION may be put, hereby specifying that said declarations shall constitute covenants to run with all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said property, this declaration of restrictions being designed for the purpose of keeping said property desirable, uniform, and suitable in architectural design and use as herein specified.

##### PART B: AREA OF APPLICATIONS.

(1) These RESTRICTIVE COVENANTS shall apply to each and all lots located within the boundary of the official map of the EAGLES VEIW PLAT A SUBDIVISION, as recorded in the County Recorders office of Utah County, State of Utah.

##### PART C: RESIDENTIAL AREA COVENANTS.

###### (1) Land use and Building Type:

(a) 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 or carport for more than three cars, and other storage buildings that are part of the lot care and maintenance.

###### (2) Architectural Control:

(a) No building shall be erected, placed or altered on any lot until the construction plan and specifications have been approved by the Architectural Control Committee as to materials, harmony of external design, location on the lot, and finish grade elevation. No fence or wall shall be erected, or placed, or altered on any lot nearer to any street other than the minimum building setback line unless similarly approved. Approval shall be as provided in PART D of these Covenants.

###### (3) Dwelling Cost and Quality:

(a) No dwelling shall be permitted on any lot at a cost of less than \$90,000.00 including the cost of the lot, based upon cost levels prevailing on the date these covenants are

recorded. It is the intention and purpose of these 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.

(b) All construction shall use new materials, except used brick may be used if it is consistent with the building architecture and design. Finish exterior surfaces shall be vinyl or aluminum siding, stucco, brick, rock, new lumber, or a combination of these materials. No pressed board or fabricated wood shall be used.

(4) Dwelling Size:

(a) The main floor (exclusive of open porches and garages) shall be not less than 1325 square feet. The minimum square feet of a two story structure shall not be less than 1200 square feet finished on the main floor with a minimum of 300 square feet finished on the second floor.

(5) Building Location:

(a) The minimum side yard of the any dwelling shall be 6 feet, and the total width of the two side yards shall not be less than 14 feet. An attached building (such as the attached garage or carport) shall be considered an integral part of the dwelling and the side yard requirement shall be a minimum of 6 feet. Other detached main buildings (such as detached garages or car port) shall have a minimum side yard of 2 feet. A building shall be considered detached if it is separated by a minimum of 8 feet from another structure. Accessory buildings located more than 8 feet from a main building shall not be required to have any minimum side yard provided the walls are constructed of fire resistant materials having a minimum fire rating of 2 hours. Accessory buildings not being so constructed shall have a minimum side yard of 8 feet.

(b) The minimum depth of the front yard for the main building shall be 30 feet. Detached garages or car ports shall have a minimum front yard of 20 feet provided the structure has a minimum side yard of 6 feet. All accessory buildings shall be located a minimum of 6 feet in the rear of the main building.

(c) The minimum depth of the rear yard for any main building shall be 30 feet, except that on corner lots and lots on cul-de-sacs the rear yard shall have a minimum depth of 20 feet.

(6) Lot Area and width:

(a) No dwelling shall be placed or erected on any lot having a width of less than 65 feet at the minimum building setback. No lot in the subdivision shall be divided other than shown on the official recorded SUBDIVISION PLAT.

(b) Each dwelling shall have a finished parking area and drive strip large enough to accommodate the parking of 4 automobiles including the garage or carport.

(7) Easements:

(a) Easements for installation and maintenance of utilities and drainage facilities are noted or shown on the official recorded plat. Within these easements no structure shall be placed or erected which may damage or interfere with the installation or maintenance of utilities.

(8) Drainage:

(a) No storm water or other water drainage shall be permitted to flow from one lot to another. All lots shall be graded so such drainage shall be to the street unless other design arrangements are made, such as sumps, french drains, or underground water carriers.

(9) Nuisances:

(a) 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 article which is unsightly to the Architectural Committee will be permitted in carports or other areas unless in enclosed areas designed and built for such purpose. Clothes drying shall be permitted in the rear yards using facilities that are properly designed and built for such purposes.

(10) Temporary Structures:

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

(11) Signs:

(a) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foot; or one sign of not more than 6 square feet advertising the property for sale or rent; or signs used by the builder to advertise the property for sale during the construction and sales period.

(12) Commercial Enterprise:

(a) No commercial activity shall be permitted on any lot in the subdivision, or in any building in the subdivision, except for the operation of a beauty salon in a properly constructed and maintained part of a single family residence as approved by the Architectural Committee.

(13) Livestock, Poultry, and Pets:

(a) There shall not be permitted any horses, cattle, hogs, domestic or wild animals on any lot in the subdivision except; dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owners premises, or on leash under

a handler's control. No barking dogs shall be allowed. All pets shall be properly housed and maintained.

(b) Pigeons, ducks, geese or chickens may not be kept.

(c) Outside shelters shall be painted and maintained in a sanitary and pleasant condition.

(14) Garbage and Refuse Disposal:

(a) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All household garbage is to be stored in approved sanitary containers for collection by city equipment. Each lot and its abutting street is 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

(1) Membership:

(a) The initial Architectural Control Committee shall be composed of Richard Bennion, Enoch Bautista, and G. Eldon Roberts. 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 shall have full authority to designate a successor. When a member of the Architectural Committee resigns, dies, or moves from the area, or in any way cannot carry out his duties the remaining members shall designate a new committee member. All committee members must be owners of record of a lot in the subdivision with the exception of the initial committee members.

(b) The owners of record shall elect new Architectural Committee Members every 3 years beginning March 1, 1993. If no election is held it will be declared the then Committee Members shall have been reelected by acclamation. The elected Committee Members shall appoint alternates as designated in section (a) above as need arises between election years.

(c) Neither the members of the Committee or it's designate shall be entitled to any compensation for services proformed pursuant to this covenant.

(2) Approval Procedure:

(a) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or it's designate fails to approve or disapprove within 15 days after plans and specifications have been submitted to it, or in any event no suit to enjoin the construction 60 days after construction begins, approval shall not be required, and the related covenants shall be deemed to have been fully complied with. THIS DOES NOT ALTER THE HOME OWNERS RESPONSIBILITY UNDER PART C OF THESE COVENANTS.

PART E. GENERAL PROVISIONS.

(1) Term:

(a) 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 50 years from the date these covenants are recorded, after which time said covenants shall be automatically renewed and extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of record of the lots has been recorded agreeing to change these Covenants in whole or in part.

(2) Enforcement:

(a) 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:

(a) The invalidation of any one of these covenants by court judgement or court order shall in no way affect any of the other provisions of this Covenant, and all other provisions of this Covenant shall remain in full force and effect.

Executed this 4th day of October, 1991.

By

[Signature]  
Canyon Road Enterprises

[Signature]  
Metro National Title, Trustee

State of Utah  
County of Utah Salt Lake

On this 4th day of October, 1991, personally appeared before me, Richard C. Bennion and Ernest A. Newman, who being first duly sworn, did say that they are the owners of THE EAGLE'S VIEW SUBDIVISION and that this instrument was signed by them, for Canyon Road Enterprise and Metro National National Title,

[Signature]  
Notary Public

My commission expires 1-11-93 Trustee.

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