

4080993

DECLARATION OF BUILDING AND USE RESTRICTIONS

2581
MAY 1 4 06 PM '85
KATHI L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
MENEZIAN TITLE CO.
DEP
Beverly K. Kesterson
Pearl Kesterson

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 401 to 422 The Horizon Phase IV; according to the plat thereof, as recorded in the office of the County Recorder of said County.

Holmes & Perry, Inc. does 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 CONVENANTS

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; provided, however, that the Architectural Control Committee may permit one or more of the lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other lots described above. Said premises shall be used for private residence purposes only, except as hereinafter set forth, and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.
2. Architectural Control. No building shall be erected, 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 front building setback line unless similarly approved. Approval shall be as provided in Part C.
3. Dwelling Quality and Size. The ground level square foot area of the main structure, exclusive of garage and any one story open porches, shall not be less than 700 square feet for a one-story dwelling. In a split level dwelling the combined area of a single level and each of the two levels in the adjoining two story portion of the dwelling, exclusive of garage and any one story porches, shall total not less than 850 square feet. In a two-story home, which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches, shall total not less than 1,200 square feet. In a split entry dwelling, the combined area of the above ground level and the below ground level shall be 1,200 square feet with the above ground level being not less than 700 square feet, exclusive of garage and any one-story open porches. If four feet or more of foundation is above finished grade, then the basement becomes a story. It is the purpose of this covenant 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 at the date that these covenants are recorded.

BOOK 56350 PAGE 23862

4. 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 5 feet to any interior lot line on the non-garage or non-parking side of the house and 11 feet on the opposite side (if a two-car garage is included, the side yards may be at a minimum of 5 feet on each side, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building setback line. No dwelling 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 seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

(d) Under all circumstances the zoning requirements of Salt Lake County must be met irrespective of setback requirements set forth herein.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 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 yard clearances are maintained.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over at least the rear 7 feet of each lot. Within these easements, no structure, 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 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 in carports, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front side or side lots unless they are in running condition, properly licensed and are being regularly used.

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. No Mobile Homes are permitted.

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, except signs used by a builder/developer 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 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 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 materials 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 after construction of the permanent residence. 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 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 a driveway or alleyway. No tree shall be permitted to remain within such distance 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. Front yard landscaping shall be installed within 90 days of occupancy by owner. For the purpose of this section, minimum landscaping shall be defined as:

1. One (1) 8' minimum deciduous tree. Trees and shrubs are not to be
2. One (1) 4' minimum evergreen tree. placed in the park strip (that
3. Eight (8) 1 gallon shrubs. area between the curb & sidewalk).
4. Front yard lawn (to at least the home set back minimum and on corner lots also the 20' side set back must be landscaped in lawn.
5. Stop and waste with capped main line to surface (provided by builder) or sprinkling system.

If home occupancy occurs between September 1, and March 30, the completion date for landscaping shall be June 30; that is 90 days following March 30.

15. Slope and Drainage Control. No structure, planting or other materials 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 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 those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 record 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. The Architectural Control Committee is composed of Michael H. Holmes, 11 Sunwood Lane, Sandy, Utah 84092; Dan Jepsen, 3071 South 950 East, Bountiful, Utah 84101; Dean R. Burgess, 10150 Altavilla Drive, Sandy, Utah 84092.

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 a successive period 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 violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force.

4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dan W. Jepsen
Holmes & Perry, Inc.

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 1st day of May, 19 85, personally appeared before me Dan W. Jepsen, who being duly sworn by me did say, that said is the president of Holmes & Perry, Inc., and that the within and foregoing instrument was signed in behalf of said corporation, by authority of a resolution of its Board of Directors and the said Dan Jepsen duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal this 1st day of May, 19 85.



M. Matthys
Notary Public - M. Matthys
Residing in Salt Lake City, Utah
My Commission Expires: 02/09/89

BOOK 5650 PAGE 2365