

4582974

Declaration of Building and Use Restriction

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: All lots 1-13, both inclusive, SPRING CREEK ESTATES subdivision, according to the official plat thereof on file in the office of the Salt Lake Recorders, 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 or carport. All construction to be of new materials. All architectural design and building materials are to be in harmony with other homes in the subdivision, and homes in the immediate area. Said design and materials are to be approved by the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any lot until 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 the 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 approved street than a minimum building setback line unless similarly approved. Approval shall be provided in part C. No fence shall exceed six feet in height.

3. Dwelling Size. The main floor area of the main structure exclusive of one story open porches and garages, shall not be less than 1800 square feet for a one story dwelling, nor less than 2400 square feet for a dwelling of more than one story.

4. Building Location.

(a.) 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 line shown on the recorded plat, in any event, no building shall be located on any lot nearer than 20 feet to any side street line, or nearer than 25 feet to the front lot line.

(b.) For the purposes 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.

(c.) All other front, back, and side yard clearances

BOOK 6002 PAGE 26

shall be maintained according to the current Salt Lake County Zoning Ordinances.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. With 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 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.

6. 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 opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side unless they are in running condition, properly licensed and are being regularly used.

7. Temporary Structures. No structures 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.

8. 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 during the construction and sales period.

9. 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 a leash under the handler's control.

10. 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.

11. 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. The same sight line limitations shall apply on any lot with 10 feet from the intersection of an street property line with the edge of the 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. No fence, in any event, shall exceed 6 feet in height.

12. 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.

13. 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 the establishment slope ratios, create erosion or sliding problems, or which may change the direction of flow of 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. 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 James O. Pack, and those whom he designates as members of the committee.

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be

deemed to have been fully complied with.

Part D. COMMON AREA MAINTENANCE.

All lot owners will be assessed a fee for the maintenance and up keep of the following common improvements. (1). The east side of the Rock and Stucco Wall along Wallace Lane. (2). The 7' planting strip between the Rock and Stucco Wall and the sidewalk along Wallace Lane. This assessment will be made by the Architecture Committee. It will include the costs to maintain the landscaping and the cost to maintain the East side of wall in a good condition. The water for the planting strip will be provided by the lot owners who adjoin the wall and planting strip. Lots 1, 5, 6, & 7. These lot owners will tie their sprinkling systems up to the sprinkling system along the planting strip. The owners of lot 1, 5, 6, and 7, will share in wall maintenance that is determined to be more than just superficial to the East side, but requires repair to the structural portion of the wall.

Part E. RESPONSIBILITIES OF LOTS 1,5,6,7, OWNERS.

Since these owners benefit directly from the Rock and Stucco wall along Wallace Lane. They will have some direct responsibilities for its maintenance. They being. (1). Maintain in good repair the West side of the wall facing lots. (2). Share in any expenses to repair the structure of the wall.

These lots will provide water for the planting strip between the wall and the sidewalk on Wallace Lane. They are required to hook up their sprinkling systems to the portion of the strip that is the width of their lot.

Part F. GENERAL PROVISIONS

1. Term. Those 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 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.

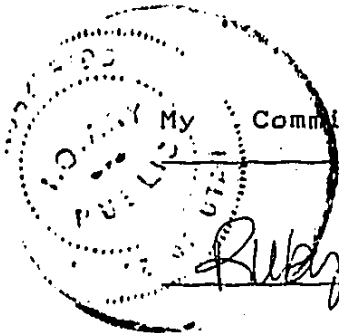
3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

JAMES O. PACK CONSTRUCTION

By: James O. Pack

On the 1st day of February A.D. 1988

personally before me James O. Pack the signer of the within instrument who duly acknowledged to me that he executed the name.



My Commission Expires: 7-20 88

Notary Public

Ruby Boyd

Residing at Salt Lake County

STATE OF UTAH
COUNTY OF SALT LAKE

On the _____ day of _____ personally appeared before me _____ the signer of the within instrument who duly acknowledged to me that she executed the same.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:

170

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05 FEBRUARY 88 11:12 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
JIM PACK CONST
2978 E VALLEY VIEW AVE SLC, 84117
REC BY: REBECCA GRAY, DEPUTY

BOOK 6002 PAGE 30