

4702296

TO WHOM IT MAY CONCERN:

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS SUNCREST NO. 2

Entry No.
Recorded
Book Page
Dated

3900

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the Salt Lake County, State of Utah, described as SUNCREST NO. 2, a Residential Subdivision.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors, and assigns:

PART B. AREA OF APPLICATION

B.1 FULLY-PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots 1 through 55, SunCrest No. 2, a subdivision in Salt Lake County, Utah.

PART C. RESIDENTIAL AREA COVENANTS

C.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 stores in height. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the

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land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein. All construction to be of new materials except that used brick may be used with prior written approval of the Architectural Control Committee.

C.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 the 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 minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C.3 DWELLING QUALITY AND SIZE. The ground square area of the main structure, exclusive of garage, basement, and any open porches, shall not be less than 800 square feet. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

C.4 SET BACK LINES. All set-back lines required for placement of a home on a lot within said subdivision shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision. Unless a written exception is granted by the governing municipality and by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply:

- (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 building shall be located nearer than 5 feet to an interior lot line with a total of 18 feet on both sides. No dwelling shall be located nearer than 15 feet to the rear lot line.
- (c) 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 a building on a lot to encroach upon another lot.

C.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

point where there is proposed to be located that part of the dwelling closest to the front street.

C.6 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting of other materials 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 the 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.

C.7 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No automobile or other vehicle is to be parked on the street or front or side of any lot unless it is in running condition, properly licensed and regularly used.

C.8 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. All buildings to be of new construction.

C.9 PRIVATE RESIDENT: MOVING OF STRUCTURES. 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 (1) year from the date the building was started unless approved by the Architectural Control Committee.

C.10 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.

C.11 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.

C.12 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 a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C.13 WALL, FENCE, OR HEDGE MAY BE MAINTAINED.

(a) No fence, wall, hedge, or other similar structure shall be erected in any required front yard in any residential zone to a height in excess of four (4) feet; nor shall any fence or other similar structure be erected in any side or rear yard to an excess of six (6) feet, except that this restriction shall not apply to natural vegetation used for any side or rear yard.

(b) On corner lots, no fence, wall, hedge or other similar structure shall be erected in any yard bordering a street or front yard of any adjoining lot to a height in excess of four (4) feet unless approved by the Architectural Control Committee and Bountiful City.

(c) Where a retaining wall protects a cut below the natural grade, and is located on the line separating lots, such retaining wall may be topped by a fence, wall or hedge of the same height that would otherwise be permitted at the location if not retaining wall existed.

C.14 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 established lot 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 area 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. It shall be the responsibility of the owner to see that his lot conforms with and continues to conform with any established Grading and Drainage Plan that has previously been designed by the developer.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Ellis R. Ivory, 5155 South 2050 East, Salt Lake City, Utah; Clark Ivory, 370 East South Temple #500, Salt Lake City, Utah; and George Ivory, 2078 Keller Lane, Salt Lake City, Utah. 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. 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 power and duties.

D-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 representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

E-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.

E-4. AMENDMENTS. These covenants may be amended or renewed upon written approval of at least two-thirds (2/3) of the owners of the lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

IVORY AND COMPANY, a Utah Limited
Partnership

BY: Ellis R. Ivory
Ellis R. Ivory, General Partner

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

On the 15th day of November, 1988, personally appeared before me Ellis R. Ivory, who being by me duly sworn did say that he is the General Partner of IVORY AND COMPANY, a Utah Limited Partnership, and that the foregoing instrument was signed in behalf of said limited partnership by authority of the Limited Partnership Agreement, and said Ellis R. Ivory acknowledged to me that said Limited Partnership executed the same.



Ellis R. Ivory
Notary Public

My commission expires: Residing in: SLC, Utah

Oct. 20, 1990

3900

4702296
16 NOVEMBER 88 11:43 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
IVORY AND COMPANY
370 E SO TEMPLE
SLC, UT 84111
REC BY: KARMA BLANCHARD , DEPUTY

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