

5003756

203
5003756
19 DECEMBER 90 04:17 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
DAVID K. RICHARDS AND COMPANY
REC BY: SHARON WEST, DEPUTY

WHITMORE MANOR ESTATES

DECLARATION OF BUILDING AND USE RESTRICTIONS

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 101 through 122 inclusive, of the Whitmore Manor Estates Subdivision, Phase 1, according to the plat thereof as 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 do declare that all conveyance 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 for no less than two vehicles. All construction shall be of new materials. Three car garages are encouraged.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and 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 minimum building setback line unless similarly approved. Approval shall be as provided in Part C.
3. Dwelling Quality and Size. All dwellings shall be of quality workmanship and materials as approved by the Architectural Control Committee. The main floor of the main structure, exclusive of one-story open porches and garages, shall be no less than 1,850 sq. ft. for ramblers, split-entries and tri-levels (main floor of the main structure defined as living room, and/or family room, kitchen/dining, bedrooms and bathrooms). The main floor of two-story structures shall be no less than 1,200 sq. ft. with a total of 2,400 sq. ft. finished. Exteriors shall be of brick, stucco (acrylic preferred), rock or combinations of aforementioned materials or other masonry materials as approved by the Architectural Control Committee. Aluminum siding for exterior materials (except soffits and fascia) is prohibited unless specifically approved by committee. Use of wood and/or aluminum siding may be used only after receiving approval of the Architectural Control Committee. Possible exceptions may be for items such as bay windows.
4. Building Location.
 - (a) No building shall be located on any lot nearer the front lot line or nearer to the side street line than the minimum building setback lines as defined by Salt Lake County. In any event, no building shall be located any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line for corner lots.
 - (b) No dwelling shall be located nearer than five feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 25 feet or more from the minimum front 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 one foot of the rear lot line, so long as such buildings do not encroach upon any easements.

-POOR COPY-
SO. RECORDED

BK627760921

(2)

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

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 the flow of drainage channels in the easements, or which 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 those improvements for which a public authority or utility company is responsible. Subsurface drainage lines exist between some lots from 6 to 14 feet below existing ground surface. Interference with said lines is strictly prohibited in order to ensure proper subsurface drainage.

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 unenclosed areas. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front side lots unless they are being loaded, unloaded, or washed. Any such vehicle shall be stored offsite so as not to be seen from the adjoining street. A commercial storage facility is to be located adjacent to the east boundary of this subdivision. Lot owners hereby acknowledge the existence or future existence of same and agree not to oppose approval or operation thereof either by protest or by legal proceedings.

8. Temporary Structures. 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.

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, or 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 a 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. 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 public.

12. Landscaping. Trees, lawns, shrubs or other plantings if provided by the developer shall be properly nurtured and maintained or placed at the owner's expense upon request of the Architectural Control Committee. Trees or shrubs planted in parkstrips, entrance or in the public right-of-way shall be maintained by the lot owners and residents of this subdivision. All landscaping for finished homes shall be completed in front yard areas within one year of occupancy of finished home.

-FOUR COPY-
CG. RECORDED

BK6277Pg0922

(3)

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 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.

14. Well sites. Notice is hereby given that Murray City Corporation owns, maintains and operates two (2) water wells located in or adjacent to Whitmore Manor Estates Subdivision. By virtue of the purchase of real property located within said subdivision, I/we covenant not to bring any suit in law or equity designed or intended to require Murray City Corporation to discontinue any of the pumping activity from the wells located on lot 204, Whitmore Manor Estates Phase II Subdivision and east and west of lots 209 and 210 in said subdivision.

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 member 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 after the sale of the last remaining lot. The Architectural Control Committee is composed of Perry D. Frandsen, Alan B. Shelby, and David K. Richards.

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 have been submitted to it, or in the 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. GENERAL PROVISIONS

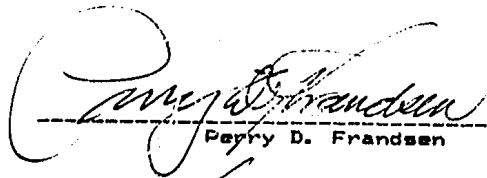
1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten years unless an instrument 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 covenants either to restrain violation or to recover damages.

3. Severability. Invalidity of any of these covenants by judgement or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

(4)

-POOR COPY-
SO. RECORDER


Perry D. Frandsen

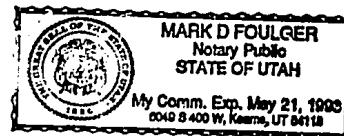

David K. Richards

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 19th day of Dec. , 1990, personally appeared before me Perry D. Frandsen, and David K. Richards who duly acknowledged to me that they executed the foregoing instrument.


Notary Public

My commission expires: 5/21/93 Residing in Salt Lake City, Utah



BK6277PG0924