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KATIE L. DIXON  
RECODER, SALT LAKE COUNTY, UTAH  
MERRILL TITLE  
REC BY: REBECCA GRAY , DEPUTY

## DECLARATION OF PROTECTIVE COVENANTS FOR WYNGATE ESTATES SUBDIVISION PHASE 2

Recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
Book \_\_\_\_\_, Page \_\_\_\_\_, as Entry No. \_\_\_\_\_.

Records of Salt Lake County, Utah.

KNOW ALL MEN BY THESE PRESENTS:

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

Commonly known as WYNGATE ESTATES SUBDIVISION PHASE 2

In consideration of the premises and as part of the general plan for improvement of the property comprising of Wyngate Estates Subdivision Phase II, we do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

### PART A RESIDENTIAL AREA COVENANTS

#### 1. Planned 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 detached single family dwellings not to exceed two stories in height with a private garage for not less than two vehicles and for not more than four vehicles.

#### 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 upon the lot have been approved by the Wyngate Estates Subdivision Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with typography 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 B.

#### 3. Dwelling Quality and Size.

No single story home shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than the 1,900 square feet. For the purposes of these covenants, bi-level or split-level homes shall be considered as single story homes, and the 1,900 square foot minimum requirement shall be required on the main floor and the upper floor. No two story home shall be permitted on any lot wherein the total square footage of the main floor and the upper floor shall be less than 2,300 square feet, exclusive of open porches and garages. The Architectural Control Committee may at its sole option require some portion of the exterior of any home to include some brick, stucco, or other masonry product.

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**4. Building Location.**

- (a) Building location must conform to the requirements of Sandy City.
- (b) For the purpose of this covenant, eaves, steps, and porches shall not be considered as 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 any other lot.

**5. Construction Time Following Purchase.**

The grantee or grantees of any building lot within the subdivision, shall within 18 months from the purchase date of said lot, commence construction of landscaping upon the first 50 foot frontage of purchased lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence with 18 months from the date construction is commenced. In the event a residence is not constructed in accordance with the above terms and time allotted and is not completed within the term specified, the grantor, their heirs, devisees or assigns shall have the exclusive option to buy said property for the sum initially paid by the grantee in purchase of the property.

**6. Easement.**

For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots 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 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 line or storage of any articles which are unsightly in the opinion of Wyngate Estates Subdivision Architectural Committee will be permitted unless located in enclosed areas built and designed for such purposes.

**8. Temporary Structures.**

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

**9. Garbage and Refuse Disposal.**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept 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 material or objects are to be stored on any lot in view of the general public.

**10. Animals and Pets.**

Dogs, cats or other household pets may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for

any commercial purpose and are restricted to the owner's premises and under handlers control.

If in the opinion of the Wyngate Estates Subdivision Architectural Committee, any of the forenamed animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

**11. Commercial Vehicles.**

No trucks, commercial vehicles, construction, or like equipment shall be stored or parked on any residential lot except while parked in a closed garage, nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision.

**12. Recreational Vehicles.**

Only those recreational vehicles which can be parked entirely within the garage with the garage door closed completely can be kept in the subdivision. Under no circumstances can a recreational vehicle be parked in the driveway or streets except for loading or unloading.

**13. Slope and Drainage Control.**

No structures, planting or other material shall be placed or permitted to remain or other facilities taken 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. Landscaping.**

Trees, lawn, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Wyngate Estates Subdivision Architectural Committee.

**15. Subdivision of Lots.**

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more subjects less in square foot area than the lot at the time of its initial purchase.

**PART B**  
**WYNGATE ESTATES SUBDIVISION ARCHITECTURAL COMMITTEE**

**1. Membership.**

The Wyngate Estates Subdivision Architectural Committee is comprised of Bill Adams, Dewayne Dean, and Steve Young. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services pursuant to this covenant.

**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 in any event, if no suit to enjoin the construction which 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 C**  
**GENERAL PROVISIONS**

**1. Term.**

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenant shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have 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 every 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 effect.

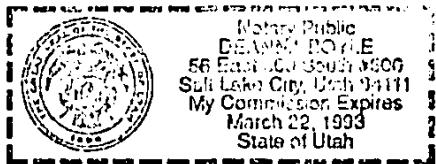
GREAT HABITAT HOMES  
By: 

Bill Adams

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

On the 6<sup>th</sup> day of May, 1991, personally appeared before me, Bill Adams, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Deanne Doyle  
NOTARY PUBLIC  
Residing in S.L. County  
My commission expires 3/22/93

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