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

DECLARATION OF PROTECTIVE COVENANTS
FOR TAYLOR ESTATES NO.2 PHASE I AND II

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 TAYLOR ESTATES NO.2 PHASE I AND II in consideration of the premises and as part of the general plan for improvement of the property comprising of the TAYLOR ESTATES NO.2 PHASE I AND II, Lots 1 through 16, we do hereby declare the property hereinabove described, subject to the restrictions and covenants recited.

PART A
RESIDENTIAL AREA COVENANTS

1. Planned use and Building Type.

No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than single family dwellings not to exceed two stories in height with private garage for not less than two vehicles with a minimum overhead door opening for said garage of eight feet in height.

1.A. All Lots are subject to the provisions of the Salt Lake County Zoning Ordinance (Hillside Protection Zone) as set forth in Title 19 Chapter 19.72

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 TAYLOR ESTATES NO.2 PHASE I AND II Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location respect to typography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to a street than the minimum building setback line less similarly approved. Approval shall be as provided in Part B.

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3. Dwelling Quality and Site

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one-story open porches and garages, be less than 1,800 square feet for single story homes. Two story homes shall have 1350 finished square feet on main floor with the combined footage for both floors not to be less than 2,300 square feet. Split entries, bi-level splits, tri-levels, and one-story and a half homes, etc. shall be reviewed and defined as to what square footage requirement or requirements would apply to them by the Architectural Control Committee. The exterior material of all homes shall be a minimum of 25 percent brick, stone, or other masonry material. The balance of the exterior material shall be wood or stucco. Aluminum siding use and the percentage must be approved by the Architectural Control Committee. Variance of this covenant may be granted only by the Architectural Control Committee.

4. Building Location

(a) Building location must conform to the requirements of Salt Lake County.

(b) For the purpose of this covenant, eaves, steps, and porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the 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 of said lot, commence construction or 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 within 18 months from the date construction is commenced. In the event a residence is not constructed in accordance with the above terms specified, the grantors, their heirs, devisee or assigns shall have the exclusive option to buy said property for the sum initially paid by the grantee in purchase of said property.

6. Easements.

For installation and maintenance of utilities, 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 damage or interfere with the installation or maintenance of utilities.

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 company is responsible.

7. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or within the front setback required by Salt Lake County.

8. Temporary Structures

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

9. Garbage and Refuse Disposal.

No lot shall be used as 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 sanitary condition. Each lot is to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material is 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 regulation provided they are not kept, bred, or maintained for any commercial purpose and are restricted to the owners premises.

11. Landscaping.

Trees, lawns, 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 Architectural Control Committee. All landscaping shall begin within 24 months from the date that Salt Lake County issues a final inspection and deems a home located on a lot ready for occupancy.

12. Subdivision of Lots.

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

page four

PART B
TAYLOR ESTATES NO.2 PHASE I AND II LOTS 1 THROUGH 16
ARCHITECTURAL CONTROL COMMITTEE

1. Membership.

The TAYLOR ESTATES NO.2 PHASE I AND II Architectural Control Committee is comprised of Margie R. Taylor, Claude W. Taylor and Mark Neff. 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 to this covenant.

This committee 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 disprove 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.

BK6537Pg1385

page five

PART C
TAYLOR ESTATES NO.2 PHASE II LOTS 15 AND 16
PRIVATE ROAD AGREEMENT

1. This private road agreement pertains only to Lots 15 and 16 in PHASE II OF TAYLOR ESTATES NO.2

2. Maintenance.

The Lot Owners shall jointly maintain and repair the Private Road, including, but not limited to, snow removal, cleaning, surfacing and resurfacing and any other work which the majority of the lot owners reasonably determine to be necessary for the convenient use of the Private Road. All costs of maintenance and repairs to the Private Road shall be paid by the Lot Owners equally.

3. Damages.

If any one owner is directly responsible for damages to said road then that owner will be responsible for repairing the road and incurring the cost of said repairs.

4. Term.

This Agreement shall be binding upon and inure to the benefit of the Lot Owners and their successors to the ownership of the Lots.

5. Enforcement.

In the event a Lot Owner fails to pay his share of the cost of repairs within 30 days after such costs are assessed, then the other Lot Owners shall have a lien upon that Lot then owned by the Lot Owner failing to pay his share of the cost of maintenance or repairs upon the recording of a Notice of Lien with the Salt Lake County Recorder's Office. Such lien may be foreclosed in accordance with the laws of the State of Utah relating to foreclosures of Mortgages. Should any legal action be brought to enforce, construe, terminate, rescind, cancel or recover for the breach of the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of suit including reasonable attorney's fees.

6. Adjoining Lots

In the event any adjoining lot owners connect to the private road with a driveway or road for the purpose of ingress and egress to their lot, then they to become a party to the private road agreement and will abide by all the terms as above.

BK 6537 Pg 1 386

page six

PART D
GENERAL PROVISIONS

1. Terms.

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 10 years from date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by the 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.

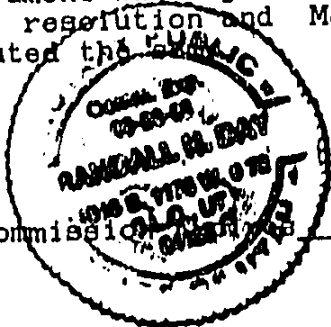
Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

TAYLOR LAND DEVELOPMENT # 1

By Margie R. Taylor
Margie R. Taylor
President

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

On the _____ day of _____, 1991, personally appeared before me, Margie R. Taylor who being duly sworn, did say she was President of Taylor Land Development # 1., and that said instrument was signed in behalf of said corporation by authority of a resolution and Margie R. Taylor acknowledge to me that she executed the same.



Randell H. Boy
NOTARY PUBLIC

My Commission Expires _____

BK 6537 Pg 1387