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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE WEST  
REC BY: DIANE KILPACK , DEPUTY

**DECLARATION OF BUILDING AND USE COVENANTS  
CONDITIONS AND 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 the City of Draper, Salt Lake County, State of Utah, to-wit: Lots 301 to 314 inclusive, Somerville ..... in Draper No. 3 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 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 no to exceed two (2) stories in height and private garages for not more than four (4) vehicles. All construction to be of new materials, consisting of only brick and stucco, except that used brick may be used with prior written approval of the Architectural Control Committee. One (1) other building, barn, or form of shelter may be erected for the purpose of housing horses. Such building must be approved by the Architectural Control Committee.

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 external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Approval shall be as provided in Part C.

3. **Dwelling Cost, Quality and Size.** No dwelling shall be permitted on any lot at a cost of less than \$75,000 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The above main ground floor area of the residential structure, exclusive of one-story open porches and garages, shall be not less than 1700 square feet. All dwellings must have as a minimum a two-car garage. Any dwelling less than 2000 square foot minimum must have approval in writing from the Architectural Control Committee.

4. **Easements.** Easements for installation and maintenance of utilities and irrigation

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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 flow of drainage or irrigation channels in the easements or which may obstruct or retard the flow of water through drainage or irrigation 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

5. 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, or individual neighbors of nearby lots.

(a) No clothes drying or storage of any articles is permitted except in enclosed areas designed for the purpose.

(b) No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up trucks can be parked on driveway areas only. Parking of any and all types of other equipment or vehicles are permitted to be stored or repaired only in garages, or enclosed barns. Storage of any equipment or vehicles in open areas is not permitted.

(c) Each lot, together with its portion of the bridle path, is to be developed and maintained by its owner in an attractive, safe and sanitary manner. See plat and construction plans for bridle path dimensions.

6. 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. No mobile homes are permitted.

7. 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 building to advertise the property during the construction and sales period.

8. 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.

9. Sight Distance at Intersections. 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 or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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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.

11. **Building and Landscaping Time Restrictions.** The exterior construction of all structures shall be completed within a period of two (2) year following commencement of construction. The front yard of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling. All lots must be fully landscaped in a professional manner which enhances the beauty of the subdivision.

12. **Water Table.** The Draper area in general, including Somerville in Draper No. 3 is Subject to high sub-surface water conditions which may adversely affect building construction and the depth of basements. It is the responsibility of each lot owner to determine the appropriate conditions of his lot prior to construction, including closure and is not subject to any liability by reason of sub-surface water conditions or complications arising therefrom.

13. **Vacant Lots.** Any lot owner possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

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 slope rations, 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.

15. **Sewer.** The sewer line may be at a depth which might preclude serving a full basement. The owner/builder should confirm the depth of the sewer lateral prior to any construction.

16. **Subdrains.** There are old existing subsurface field drains throughout Draper and are known to exist in the area of this development. Should a field drain be encountered during construction, the field drain must be preserved, properly repaired and/or relocated and inspected by the City prior to recovering in conformance to Resolution 89-44.

17. **Fences.** No fence shall be constructed of barbed wire, chicken wire, or pre-cast materials of a man-made substance unless approved by the Architectural Control Committee.

#### **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

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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 John Gaskill, Mike Place, and Will Ashby.

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 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.

3. Any provision of this document or part thereof which may come under scrutiny by conflicting interests, or are disputed in any way, the interpretation, and final resolution thereof will be solely with the Architectural Control Committee.

#### PART D. GENERAL PROVISIONS

1. Term. These 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. At any time an instrument may be signed by a majority of the then owners of the lots as recorded, agreeing to change said covenants in whole or in part, and such instrument must be duly recorded.

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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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Date

  
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AMSOURCE DEVELOPMENT INC.  
John R. Gaskill, President

  
\_\_\_\_\_  
Will Ashby

  
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Jesse Ashby

NO ACKNOWLEDGEMENT  
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