

**Declaration of Restrictions**

**Protective Covenants and Conditions of**

**Foothill Estates Phase I and II**

**00584753** Bk01359 Pg00614-00621

To whom it may concern:

ALAN SPRIGGS, SUMMIT CO RECORDER  
2001 MAR 20 14:47 PM FEE \$25.00 BY DMG  
REQUEST: COALITION TITLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Summit County, State of Utah, described as follows: Foothill Estates Phase I, Foothill Estates Phase II

**BOUNDARY DESCRIPTION**

**PHASE I**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 1831.50 FEET AND EAST 2275.89 FEET AND SOUTH 00°51'15" WEST 350.04 FEET FROM THE NORTHWEST CORNER OF SECTION 21, AND RUNNING THENCE THE NEXT 6 FOLLOWING COURSES: EAST 636.54 FEET; THENCE SOUTH 00°30'55" WEST 401.48 FEET; THENCE SOUTH 10°01'34" EAST 92.27 FEET; TO A FENCE POST THAT IS THE BOUNDARY LINE BETWEEN GINES FOOTHILL ACRES AND FOOTHILL ESTATES; THENCE CONTINUING ALONG THE FENCE SOUTH 86°52'31" WEST 241.25 FEET; TO A FENCE POST; THENCE NORTH 89°11'44" WEST 414.50 FEET; THENCE NORTH 00°43'41" EAST 499.70 FEET TO THE POINT OF BEGINNING

CD-623, CD-624

**PHASE II**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 1831.50 FEET AND EAST 2678.78 FEET AND SOUTH 855.49 FEET FROM THE NORTHWEST CORNER OF SECTION 21 (SAID POINT BEING ON AN OLD EXISTING FENCE LINE BETWEEN GINES FOOTHILL ACRES AND FOOTHILL ESTATES) AND RUNNING THENCE ALONG SAID FENCE LINE THE NEXT 8 FOLLOWING COURSES: SOUTH 00°04'31" WEST 1119.49 FEET; THENCE NORTH 32°31'01" WEST 299.09 FEET; THENCE NORTH 33°28'21" WEST 205.90 FEET; THENCE NORTH 27°59'15" WEST 123.57 FEET; THENCE SOUTH 89°57'07" WEST 124.67 FEET; THENCE SOUTH 88°57'05" WEST 212.98 FEET; THENCE NORTH 00°04'42" WEST 600.47 FEET; THENCE SOUTH 89°51'10" EAST 257.77 FEET; THENCE SOUTH 89°11'44" EAST 414.50 FEET; TO THE POINT OF BEGINNING

CD-626

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 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 of **the following restrictions**, conditions, covenants and agreements between itself and several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

1. **MUTUAL AND RECIPROCAL BENEFITS, ETC.:** All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create a mutual and equitable servitude upon each of the said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract. Their heirs, successors and assigns, operate as covenants *running with* the land for the benefit of all other lots in said tract.

2. **PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS:** All covenants and restrictions herein stated shall run with the land and all owners, purchasers or occupants thereof shall be acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a said period from the date hereof to January 1, 2020, at which time said covenants and restrictions shall be automatically extended for successive period of 10 years, unless, by a vote of majority of the then owners of the said lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restriction[s] amended or released and by filing said agreement with the office of the Summit County Recorder, provided, however, any amendment or release regarding paragraph three shall require a unanimous vote. Notwithstanding the above-described provision for releasing restrictions from the property, the covenants and restrictions contained herein respecting raising or otherwise changing the height of the grade and identified as paragraph 13.C.2 of these covenants and restrictions shall not be amended or released at any time.

3. LAND USE AND BUILDING TYPE: Building type to read all ramblers to have at least 1500 square feet on the main floor. Two story type homes shall have at least 1300 square feet on the main floor with a minimum of 1600 sq. ft. on both floors not including the basement.

A wainscot will be placed on all walls on the front of the home facing the street.

All homes must have at least a five-twelve pitch roof, no flat roofs.

There can be a maximum of 2 structures on any lot. The second structure shall be no larger than 900 square feet and shall not be used for residential purposes.

All plans must be submitted for plan approval. Plans must include exterior colors for brick, stucco and wood siding etc. For plan review contact Stanley Leavitt, Leavitt Lumber 435.783.4678.

4. MOVING OF STRUCTURES: No structure of any kind shall be moved from any other place to the property. Except for pre-built new storage buildings used for on site storage of maintenance equipment.

5. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 270 days. No building shall remain incomplete for any reason for a period in excess of nine [9] months from the date the site excavation commenced.

6. TEMPORARY STRUCTURES: No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

7. NUISANCES:

A. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which are of annoyance or nuisance to the neighborhood.

B. No storage of any materials or equipment or vehicles, including boats, of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Recreational vehicles may be parked on concrete slabs within setbacks.

C. Except for signs displayed by the developer during construction and initial lot sales period, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding 2.5 square feet advertising the sale of a lot and/or home.

D. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

E. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

F. No external radio, citizens band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, a television satellite dish be placed on structure.

G. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications, and until c/o is received by the building inspector.

H. No stripped down, partially wrecked, or junk motor vehicles or sizable part thereof, shall be permitted to be parked on any street in the subdivision or on any lot.

1. No storage of fuel installed outside any building in the subdivision shall be allowed. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened, or placed and kept as not to be visible from any street within the subdivision at any time except during refuse collections.

J. No outdoor clothes poles, clotheslines or similar equipment shall be permitted unless screened by fences or structures so as not to be visible from the roads to the subdivision.

K. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason unattractive growth on such lot or the accumulation of rubbish or debris thereon.

L. Any dwelling or out building on any lot which may be destroyed in whole or part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to an acceptable condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty (60) days.

M. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

N. Only U.S. government approved mailboxes shall be installed on any lot.

O. All lot owners shall properly maintain their lots during the construction period so as to insure no "spoils" from construction or any other debris are to be permitted to locate on adjoining lot or any public right of way. Lot owners shall take whatever action is necessary to prevent run-off to and resultant erosion of adjoining public property. Lot owners agree that the other lot owners shall be empowered to clean up any adjoining public or private property resulting from activities of lot owners, builder or any other person employed or otherwise controlled by owner and record a mechanic's lien against the owners property to secure the repayment of all sums expended by the Committee or the undersigned in cleaning up and removing such "spoils" and debris from adjoining public or private property if same is not voluntarily cleaned up and removed by the owner within 48 hours of written notice from the lot owners identifying the required clean up and remove work.

P. All driveways, porches, and other "FLAT" concrete work shall be completed at time of certificate of occupancy or no later than May 1, of the following season if weather does not permit completion.

8. EASEMENT: Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance, and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, and other things for convenience to the owners of lots in said tract, as may be shown on the subdivision plat. An easement and right-of-way is hereby reserved to the undersigned and to Summit County for maintenance and upkeep of all roads and all legal right-of way within the subdivision. No structures of any kind shall be erected over any such easements except upon written permission of the undersigned, its successors or assigns, or Summit County if applicable.

9. SET-BACK REQUIREMENTS PER SUMMIT COUNTY BUILDING CODE: To retain desired separation of buildings on adjacent lots, yet to eliminate undesirable rigidity in the pattern of dwellings created by ordinary setback lines, and to encourage greater opportunity for individual freedom for development of the lots, the following guidelines are established.

10. The following architectural guidelines shall apply to all lots in the Foothill Estates Subdivision

A. The exterior material of all homes shall be either wood, siding, stucco, brick, or stone. The roofing materials shall be wood shingles, composition shingles, or tile roofs in natural colors or metal roofs. The use of natural earth tones shall be encouraged, along with the use of wood and stone materials. The use of bland unpainted concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces. If siding is used in the front, a wainscot must be used, in the form of wood, stucco, and/or brick for the front area facing the street. On a corner lot, the two street fronting areas must use wainscotting. Log homes will be permitted providing a licensed and bonded contractor builds such a home.

B. Landscaping to be completed within one (1) year of certificate of occupancy on all yards fronting streets.

C. The direction that homes on corner lots shall face will be determined by setback and Summit County Building Department. Setbacks shall be measured from easement/right-of way boundaries, not actual property lines.

D. Fencing shall be constructed in coordination with the general architecture and character of surrounding area. The materials used shall be the same as or similar to those used in the building of the homes, and should compliment the architecture of the home. No fence shall exceed a height of six [6] feet.

E. Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house number shall be encouraged to insure nighttime visibility; a front porch light is compliance.

F. ENFORCEMENT: The lot owners may institute in its own name any suit or suit necessary in order to obtain a decree for specific performance or any restraining order necessary under these agreements. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the plaintiffs favor such lot owner or owner shall pay reasonable attorney's fees for the plaintiff s attorney as such fees may be fixed by the court.

G. VIOLATIONS OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, their successors and assigns, the right to enter upon the property or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

H. ACCEPTABLE OF RESTRICTIONS: All purchasers of property described above, by acceptance of contracts or deed for every lot shown therein, or any portion thereof, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

I. EFFECT OF WAIVER OF BREACH OR FAILURE TO ENFORCE: Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishments of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restriction, and agreements; nor shall failure to enforce any one of such restrictions, either by the forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

J. SEVERABILITY: Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect

K. The restrictions herein contained shall be in addition to and not in conflict with the zoning ordinances now in force for Summit County, State of Utah.

IN WITNESS WHEREOF, the undersigned, being Leavitt Lumber, Inc. Herein, has caused this Declaration to be executed by its duly authorized Member the 5<sup>th</sup> day of March 2001.

Leavitt Lumber, Inc.

By: Stanley Leavitt  
Stanley Leavitt, President

Attest:

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STATE OF FLORIDA )

:ss:

COUNTY OF DIXIE )

On the 5<sup>th</sup> day of March, 2001, personally appeared before me Stanley Leavitt, who being by me first duly sworn, did say that he is the President of Leavitt Lumber, Inc., and that the foregoing Declaration of Restrictions, Protective Covenants and Conditions, was signed in behalf of Leavitt Lumber, Inc.

Stella Louise Ferner  
Notary Public



STELLA LOUISE FERNER  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 10, 2004  
Commission No. CC971129