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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
REC BY:R SILVA DEPUTY - WI

RESTRICTIVE COVENANTS FOR CRESCENT GLEN SUBDIVISION, PHASE II

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned is the owner of the following described property in Salt Lake County, State of Utah, to wit:

All lots of Crescent Glen Subdivision, Phase II, according to the official plat thereof recorded in the office of the Salt Lake County Recorder and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declared the property herein described, subject to the following restrictions and covenants:

1. PERSONS BOUND BY THESE RESTRICTION: All covenants and restrictions herein stated shall run with the land and all fee owners thereof shall be taken and held to agree and covenant with the present and future owners of said land and with his or her successors and assigns, to confirm to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2009, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of majority of the then owners of said lots it is agreed to change said covenants in whole or in part provided that at any time after January 1, 2009, the owners of three-fourth of said lots may release any or all of the lots hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying the restriction(s) released and by filing said agreement with the office of the Salt Lake County Recorder. The owners of 100% of said lots may file such an agreement at any time.

2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any other lot than one detached single-family dwelling not to exceed two (2) stories, and private garages or carports for not less than two and for not more than four vehicles. Construction shall be comprised of new materials except used brick may be used with prior written approval.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on a lot having fair market value of less than \$125,000.00, including the lot, based upon costs and value 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 quality of workmanship and materials substantially the same or better than that

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which can be provided on the date these covenants are recorded. In addition to the foregoing value requirements, no dwelling shall be permitted unless the following requirements are met: The ground floor area of the main structure shall be no less than 1200 square feet for a one-story dwelling, and not less than 900 square feet for a dwelling of more than one story. All dwellings shall have basements with square footage not less than 50% of the square footage of the ground floor for one or two square dwellings. The levels shall be figures as the main and upper floor constituting the main floor area square footage (minimum 950 square feet). Exceptions to the above requirement must be approved in writing by the Architectural Control Committee. The front of each dwelling must be covered with all brick, stone, stucco or equivalent as approved by the Architectural Control Committee.

4. COMPLIANCE WITH ZONING ORDINANCES OF SANDY CITY: All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of the Sandy City Zoning Ordinances and codes unless otherwise modified by the covenants herein contained.

5. TEMPORARY STRUCTURES: No trailers, basement, tent, shack, or other out building shall be used at any time within said subdivision as a temporary or permanent residence. No structure shall be moved onto any of said residential lots unless it meets with the approval of the Architectural Control Committee hereinafter referred to.

6. NUISANCES:

A. 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 short-wave radio antenna may be constructed or attached.

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

7. EASEMENTS: Easements for installations 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 or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

8. LANDSCAPING: All front and side yards must be landscaped within one (1) year after dwelling is occupied. Rear yards must be landscaped within two (2) years of occupation of dwelling. All

parkstrips must be planted in grass and trees and shall be planted 30' apart in parkstrips throughout the subdivision. The trees shall be 5 gallon in size and shall be purchased, planted and cared for by the homeowners and their placement shall be directed by the Architectural Control Committee.

9. ARCHITECTURAL CONTROL:

A. Approval Required. No building or structure (including a tennis court or swimming pool) shall be erected, altered, or placed on any lot until the construction plans and specifications and a plan showing the location thereof have been approved by the Architectural Control Committee as to the quality of materials, harmony of external design with existing structures, and as to location. No fence or wall shall be erected, altered or placed on any lot nearer to any street than the minimum setback line unless similarly approved.

B. Procedure. The Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, approval will not be required. However, compliance with all other requirements of these restrictive covenants shall still be required. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or yard work are the sole responsibility of the owners and designers.

C. Membership. The Architectural Control Committee is composed of _____

The committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to select a successor. In the event of the inability of any of the members to act, successors may be appointed by the vote of a majority of the lot owners in said subdivision. After all building lots have been sold by the original developers, new members of the Architectural Control Committee may be elected by a majority vote of the lot owners and shall serve until they resign or are replaced by a majority vote.

10. **ENFORCEMENT:** Enforcement, either to restrain violation or recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Enforcement may be by the Architectural Control Committee or by any effected property owner. The Architectural Control Committee is not to be held liable for noncompliance of any provisions by any owner.

Attorneys' fees and costs of enforcement will be paid by any party breaking this agreement.

11. SEVERABILITY: Invalidating of any one of these covenants by judgment or court shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners of the real property hereinafter described, have caused these presents and this instrument to be executed this 9 day of February, 1995.

Jerry D. Anderson Jerry D. Anderson

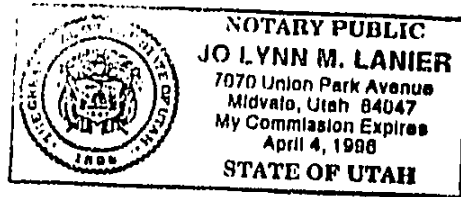
Glenys Y. Anderson

Subscribed and sworn to before me this 9 day of February, 1995.

J. Lynn M. Lanier
Notary Public
Residing at: Bountiful, Utah

My commission expires:
4-4-96

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