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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST VALLEY CITY  
BY: E FROGGET DEPUTY - WI  
Rec By: E Frogget

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE SUNBROOK SUBDIVISION

THIS DECLARATION is made this 13<sup>th</sup> day of November, 1995 by Capitol City Development Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in West Valley City, Salt Lake County, State of Utah, more particularly described as follows:

101-109, 201-206, 301-316, 401-411, 501-512, 601-611

All of Lots ~~405~~, Sunbrook Subdivision according to the official plat thereof filed with the Salt Lake County Recorder, in Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold, conveyed, subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title and/or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of the Officers of Capitol City Development Company. 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 members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. No construction upon any lot or any dwelling shall commence prior to review and approval of plans, specification, and site plans by the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in letter form. The Architectural Control Committee shall have the sole and exclusive authority to determine whether

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any such plans and specifications are in compliance with these Declarations.

**SECTION 3.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combinations and location of the same shall have been submitted to the Architectural Control Committee and approved in writing as to the harmony of the exterior design and location in relations to the surrounding structures and topography by the Architectural Control Committee.

## ARTICLE II

### RESIDENTIAL AREA COVENANTS

#### **SECTION 1.** Design Standards.

1. No Lot shall be used except for construction of residential properties.
2. Each dwelling must have an attached garage for a minimum of 2 cars.
3. No building shall exceed two stories in height.
4. All construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.
5. Each dwelling shall have a minimum square footage of not less than 1200 square feet, exclusive of open porches and garages.
6. Each dwelling shall have a capacity for a minimum of three bedrooms.
7. The front exterior of any dwelling shall not be identical in design to a dwelling on an adjacent lot having frontage on the same street.
8. The exterior wall surfaces facing a street on the main floor level of the dwelling shall be comprised of 50% brick, stucco, or masonry. These wall surfaces shall exclude doors, windows, bay windows, overhangs, and other such protrusions from the wall surfaces.

**SECTION 2.** City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of West Valley City, Salt Lake County and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

**SECTION 3.** Easements. Easements for all 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 damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the

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easements or which may obstruct or retard the flow of water through drainage channels in the easements. Any dwelling which is built on a lot line with no side yard set back as allowed by the plat shall have an easement on the adjacent lot from such lot line for the sole purpose of exterior maintenance of such dwelling.

**SECTION 4. 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 inoperable or unregistered vehicles shall be allowed to be parked or stored on any lot for longer than five days. No trailers, recreational vehicles, trucks with a length greater than 20 feet shall be parked on a lot longer than 15 days.

**SECTION 5. Temporary structures.** No structures of a temporary character, i.e.; trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

**SECTION 6. 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.

**SECTION 7. Landscaping.** All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 years of occupancy of dwelling. Landscaping shall include at least one tree in the front yard and a combination of lawn, shrubs, or groundcover as approved by the Architectural Control Committee.

### ARTICLE III

#### GENERAL PROVISIONS

**SECTION 1. Enforcement.** Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

**SECTION 2. Severability.** Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

**SECTION 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least eighty-five percent (85%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approval shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 13<sup>th</sup> day of November, 1995.

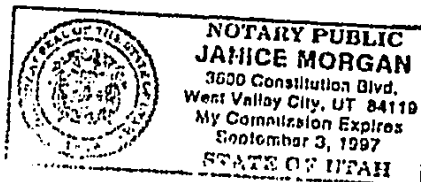
DECLARANT:

CAPITOL CITY DEVELOPMENT COMPANY

By: *Dave Malachuk - President*

Subscribed and sworn before me  
this 13th day of November, 1995.

*Janice Morgan*  
Notary Public



Residing at Salt Lake County.

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