

58

6555215

AMENDED
DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
Affecting The Real Property Known As
THE FOOTHILLS PLAT "B"

November 29, 1996

WHEREAS, the undersigned is the legal and beneficial owner of 2/3 or more of the lots in The Foothills Plat "B" Subdivision situated in Salt Lake County, State of Utah; and

WHEREAS, the undersigned desires to amend the original Declaration of Protective Covenants, Agreements, Restrictions and Conditions affecting the Real Property known as The Foothills Plat "B";

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 to the following restrictions, and purchasers of said property and as among the several owners and purchasers themselves and their heirs, successors and assigns:

PART A. APPLICATION.

Application. The covenants, agreements, restrictions and conditions provided hereinafter in their entirety shall apply to all lots included in The Foothills Plat "B" Subdivision, as recorded with the Salt Lake County, Utah, Recorder's Office, (hereinafter referred to as "subdivision").

PART B. RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Type. No building in the subdivision shall be erected, altered, placed or permitted to remain on any lot other than one dwelling not to exceed two stories in height and private attached garages for not less than two vehicles. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision.

B-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, as to location with respect to topography and finished grade elevation.

No incomplete building shall be permitted to remain

BK7583P60169

incomplete for a period in excess of one year from the date construction of the building was started unless approval, in writing, is obtained from the Architectural Control Committee.

The front of each home must be all masonry, i.e., brick, rock or stucco. No modular or pre-fabricated homes shall be placed or constructed in the subdivision.

All construction shall be of new materials except that used brick may be used with prior written approval of the Architectural Control Committee.

B-3. Dwelling Quality and Size. The ground floor area of the main structure, exclusive of garage and any one story open porches, shall not be less than 1,100 square feet for a one story dwelling. In a tri-level dwelling the combined area of the single level and each of the two levels in the adjoining two story portion of the dwelling, exclusive of garage and any one story open porches, shall total not less than 1,400 square feet. In a two story home which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches, shall total not less than 1,550 square feet. In a split entry dwelling the combined area of the above ground level story and the below ground level story shall be not less than 1,550 square feet with the above ground level being not less than 1,100 square feet, exclusive of garage and any one story open porches. If four feet or more of foundation is above finished grade, then the basement shall be considered a story. Otherwise, for the purposes of these covenants, the basement area shall not be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

B-4. Building Location.

(a) No building shall be located on any lot nearer than 25 feet from the abutting street right-of-way line, or nearer than 20 feet to any side street right-of-way line.

(b) No building with a garage shall be located nearer than 8 feet to an interior lot line nor nearer than 15 feet to a rear lot line. No accessory or out buildings shall be located to encroach upon any easements.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line. No lot or lots may be redivided for

BK7583PE0170

the purpose of creating any additional building sites.

B-6. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat over the front and rear of each lot and, in some cases, over the side of the lot. Within these easements, no structure, planting or other materials 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 channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. This easement are 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.

B-7. 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 automobile or other vehicle is to be parked on the roadway in front of or to the side of any lot unless it is in running condition, properly licensed and regularly used.

B-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

B-9. Private Residence-Moving Structures. Each lot shall be used for private residence purposed only and no structure of any kind shall be moved from any other location to any lot in the subdivision.

B-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. No derrick or other equipment designed for use in boring for oil, natural gas or other mineral shall be erected, maintained or permitted upon any lot.

B-11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.

B-12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and away from public view.

EX 7503PG0171

B-13. Sight Distance at Intersections and Driveways. 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 roadway property lines and a line connecting them at points 25 feet from the intersection of the roadway lines or, in the case of a rounded property corner, from the intersection of the roadway property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a roadway property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

B-14. Landscaping. Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained by the owners of each lot or they shall be replaced, at the lot owner's expense, upon request of the Architectural Control Committee.

PLAT C. ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of Steven R. Young and Milton P. Shipp, 141 East 5100 South, Suite 110, Salt Lake City, 84107. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member or the committee, the remaining members shall have full authority to designate 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 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.

C-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing.

PART D. GENERAL PROVISIONS

D-1. Term. These covenants are to run with the land and shall be binding on all owners of lots within the subdivision and on all persons claiming under them for a period of forty years from the date these covenants are recorded. Thereafter, these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

D-2. Enforcement. These covenants, restrictions and conditions may be enforced by any lot owner, by The Architectural Control Committee or the undersigned by proceedings at law or in

DK7583PC0172

equity against any person or persons violating or threatening or attempting to violate any covenant either to restrain and enjoin violation or to recover damages.

D-3. Severability. Invalidation of any one of these covenants by court decree shall in no wise affect any of the other provisions, which shall remain in full force and effect.

D-4. Amendment. These Covenants may be amended, within the initial forty (40) year term, by the written approval of the fee simple owners of two-thirds (2/3) of the lots within the subdivision.

DEVELOPMENT ASSOCIATES, INC.,
a Utah Corporation

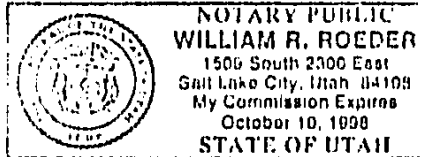
By: *Steven R. Young*
Steven R. Young, President

STATE OF UTAH)
):SS
County of)

On the 29th day of Nov, 1996, personally appeared before me STEVEN R. YOUNG, signer of the within instrument, who duly acknowledged to me that he executed the same as President of Development Associates, Inc., a Utah Corporation.

William R. Roeder
NOTARY PUBLIC

My commission expires 10-10-98 Residing at SKL, UT



BK 7583 P60173

01/23/97 6555215 11:20 AM 58.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
REC BY: P ANDERSON DEPUTY - WI

EK7583P60174