

7107606

7107606  
10/02/98 11:24 AM 74.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST VALLEY CITY  
3600 CONSTITUTION BLVD  
WVC, UT 84119-3720  
REC BY:V ASHBY ,DEPUTY - WI

WHEN RECORDED RETURN TO:

WEST VALLEY CITY RECORDER  
3600 CONSTITUTION BLVD  
WEST VALLEY CITY UT 84119

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR KINGSPONTE, PHASE 8 SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
("Declaration") is executed this 25<sup>th</sup> Day of September, 1998, by IVORY HOMES,  
A Utah Limited Partnership ("Developer"), with reference to the following:

A. Developer is the owner of approximately a 10.7242 acre parcel of real property  
located in Salt Lake County, Utah and more particularly described on Exhibit A ("Property").

B. Developer has subdivided the Property into lots 801 through 852 of Kingspointe  
Phase 8, a residential subdivision.

C. Developer desires to provide a general plan for the development of all the Property  
and for the establishment of covenants, conditions and restrictions to enhance and protect the  
value and attractiveness of the Property, all in accordance with the provisions of this declaration.

DEVELOPER HEREBY covenants, agrees and declares that the Property shall be  
subject to the following covenants, conditions and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:
  - a. "Builder" shall mean an owner, developer or contractor that obtains a  
construction or occupancy permit for one or more Lot.
  - b. "Development Committee" shall mean the Kingspointe Development  
Committee as created pursuant to paragraph 4.
  - c. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within  
Property.

BK8114PG1858

d. "Owner" or "Owners" shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

2. Area of Application. This Declaration shall apply to all of the Property. Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration.

3. Architectural Control.

a. Building Type. No Lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one single family dwelling residence not to exceed two stories in height. Each dwelling must have a two-car garage attached to the dwelling with a minimum exterior dimension of 19' x 19'.

b. Exterior Materials. All exterior building design and materials shall be in compliances of West Valley City, with the following addition: aluminum or vinyl siding is allowed on the front of buildings, provided it does not cover more than 80% of the total front surface (excluding windows, doors, etc.), and is used in combination with other exterior materials such as cultured stone, rock, brick, and stucco. The roofing materials shall be either wood shingles, approved asphalt shingles, or tile roofs. The use of natural earth tones will be encouraged, along with the use of wood and stone as materials.

c. Landscaping. Landscaping on each Lot shall comply with the following standards:

i. Landscaping shall be installed in front yards, between the front line of the house and the sidewalk on the entire width of the Lot, excluding the driveway. On corner Lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the adjacent public right-of-way. Each Owner shall install and maintain a sprinkler system that is adequate to provide water to the entire Lot.

ii. Landscaping shall include at least one tree and a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner.

d. Walls, Fence and Hedges. No fence, wall hedge, or other similar structure shall be erected in a required front yard to a heights in excess of three feet, nor shall any such structure be erected in any side or rear yard to an excess of six feet. No fence, wall, hedge or other similar structure shall be erected in any yard bordering a street or front yard of any adjoining Lot to a height in excess of six feet any nearer to any street than the minimum building setback line. Where a retaining wall protects a cut below the natural grade, and is located on the line separating lots, such retaining wall may be topped by a fence, wall or hedge or similar structure six feet in height. The only acceptable fencing materials are: wood, masonry or vinyl.

e. Detached Accessory Buildings. A detached accessory building may be permitted, subject to all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall compliment in design and composition the dwelling placed on the Lot and in no event shall such accessory building be permitted with a height greater than the dwelling itself.

f. Prohibitions Against Soil Erosion and Runoff. It shall be the responsibility of each Owner to direct site work relative to each Lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Each Owner shall cause all construction to take place in a good and workmanlike fashion.

g. Temporary Structures. No trailer, tent, shack or other outbuilding shall be placed upon or used at any time as a temporary or permanent residence.

h. Completion of Building and Landscaping. When the construction of any dwelling or other structure is begun, work thereon must be carried out diligently and completed within 24 months of the date that site excavation is commenced. Landscaping of all front and side yards facing a street shall be completed within 12 months after the date the initial Owner to occupy a dwelling on a Lot closes on the acquisition of the Lot.

i. Compliance with Applicable Zoning Ordinances. 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 Property. Notwithstanding this compliance requirement, no home or part thereof shall be used at any time as rental property.

j. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Kingspointe, Phase 8, subdivision. 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements.

The easement area of each of the Lots 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.

k. Nuisances. No noxious or offensive activity shall be carried on upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No automobiles, campers motor homes, trailers, boats, or other vehicles shall be stored on streets or in front yards. Automobiles, campers, motor homes, trailers, boats or other vehicles may be stored on cement parking slabs in side yards so long as they are in running condition, regularly used and properly licensed.

l. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All refuse containers shall be kept in sanitary condition. No unsightly material or objects are to be stored on any Lot in view of the general public.

m. Construction Activities, Clean Up, Owner Liability. Each Owner shall be fully responsible for clean up of all construction materials, debris, and refuse resulting from construction activities undertaken with respect to such Owner's Lot. Each Owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining Lots resulting from such Owner's acts or the acts of contractors and work persons in performing construction activities on such Lot.

4. Development Committee.

a. Membership. The Development Committee shall consist of three members. The initial members of the Development Committee shall be Clark D. Ivory at 970 E. Woodoak Lane, Christopher P. Gamvroulas at 970 E. Woodoak Lane, and David P. Zollinger at 970 E. Woodoak Lane. The majority of the members of the Development Committee shall constitute a quorum. Decisions of the Development Committee shall be by majority vote. In the event of death or resignation of any member of the Development Committee, the surviving or remaining members of the Development Committee shall have full authority to appoint another member to fill the vacancy. Except for the initial members appointed to the Development Committee, all members of the Committee must be Owners at the time and during the term of the appointment. The members of the Development Committee shall not be entitled to any compensation for services performed pursuant to this Declaration. Upon Builder's sale (either by deed or under contract of sale) of 100% of the Lots, the Development Committee may be reorganized upon a vote of an 80% majority of the Owners; provided, however, that one person designated by the Developer shall always remain a member of the Development Committee if Developer so desires. The Owners of each Lot are entitled to one vote for each Lot owned.

b. Enforcement. Development Committee or any Owner shall have the right to enforce all covenants, conditions and restrictions imposed by the provisions of the this Declaration, or any amendment hereto, including but not limited to, the right to prevent the violation of any such covenants, conditions or restrictions and the right to recover damages for such violation. All decisions of the Development Committee shall be final, and neither the Development Committee nor its designated representatives shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners. The Development Committee, in its discretion, shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

c. No Recourse. The protective covenants, conditions and restrictions set forth in this Declaration, together with the Development Committee, are established for the benefit of the Property. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Developer or the Development Committee or any of its members shall be exempt from any civil claim or action brought by any person owning or having an interest in any Lot. The Development Committee and its members shall be held harmless from any such action or failure to act, and exempt from an civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Development Committee, or for decisions that they may render during the course of their service.

5. Term. The covenants, conditions and restrictions contained in this Declaration shall run with the land permanently and shall be binding upon the Developer and its successors and assigns, each of which shall be deemed to be intended third party beneficiaries of the provisions of this Declaration.

6. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7. Amendments. This Declaration may be amended upon written approval of a majority of the owners of the Lots. Any amendment approval shall be reduced to writing, signed, and recorded to be valid.

DEVELOPER:

Ivory Homes, A Utah Limited Partnership

By:  \_\_\_\_\_  
Clark D. Ivory, Authorized Agent



EXHIBIT A

BEGINNING AT A POINT WHICH IS  $N0^{\circ}04'52''W$ , 1575.609 FEET AND  $N89^{\circ}55'20''W$ , 309.767 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE  $N89^{\circ}55'20''W$ , 255.823 FEET; TO THE BOUNDARY OF KINGSPONTE PHASE 7 SUBDIVISION; THENCE ALONG THE EAST AND NORTH BOUNDARY LINES OF SAID KINGSPONTE PHASE 7 SUBDIVISION THE FOLLOWING 8 COURSES:  $N0^{\circ}04'40''E$ , 90.000 FEET; THENCE  $N22^{\circ}41'14''E$ , 54.163 FEET; THENCE  $N0^{\circ}04'40''E$ , 334.655 FEET; THENCE  $S89^{\circ}48'50''W$ , 153.066 FEET; THENCE  $S82^{\circ}21'13''W$ , 123.245 FEET; THENCE  $S89^{\circ}48'50''W$ , 368.801 FEET; THENCE  $S48^{\circ}09'47''W$ , 58.933 FEET; THENCE  $S89^{\circ}55'53''W$ , 80.130 FEET; THENCE LEAVING SAID KINGSPONTE PHASE 7 BOUNDARY AND RUNNING  $N1^{\circ}01'29''W$ , 197.837 FEET; THENCE  $N1^{\circ}37'42''E$ , 68.260 FEET; THENCE  $N89^{\circ}48'50''E$ , 631.367 FEET; THENCE  $N0^{\circ}12'50''E$ , 343.010 FEET; THENCE  $N89^{\circ}48'50''E$ , 372.810 FEET; THENCE  $S0^{\circ}04'40''W$ , 1029.743 FEET TO THE POINT OF BEGINNING.