

7328346

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**WHEREAS**, the undersigned is the legal and beneficial owner of a certain tract of land situated in Draper, Salt Lake County, State of Utah, described as **PARK HOLLOW ESTATES SUBDIVISION**, containing 10 (ten) lots.

It is the owner's desire to restrict the use to which the above-described property is put, and for this purpose, executes these covenants and building restrictions.

**NOW, THEREFORE**, all of the lots shown on the subdivision plat of Park Hollow Estates Subdivision are held and shall be conveyed subject to the restrictions and covenants herein set forth, and all persons and corporations who hereafter own or have any interest in any lot in the Subdivision shall take and hold the same subject to this agreement.

**ARCHITECTURE:** No dwelling shall be constructed or altered unless it meets the following requirements:

1. Only single family dwellings are allowed.
2. Height of any dwelling shall not exceed two stories above ground.
3. Each dwelling shall have a private garage for not less than two automobiles.
4. Exterior materials may include any combination of brick, stone, rock or maintenance free stucco.
5. Maintenance-free aluminum or vinyl siding will only be allowed for fascia or trim.
6. All roofs shall be built of 25-year architectural grade asphalt shingles.
7. Any detached accessory building must conform in design and materials with the primary residential dwelling.

### **USES:**

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. All land and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein.

BK8270PG0505

2. **EASEMENTS.** Easements for installation and maintenance of utilities, rights-of-ways, drainage facilities, and irrigation are reserved as recorded legal descriptions. 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 the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owners of the said parcels, except of those improvements for which a public authority or utility company is responsible.

3. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste which items shall not be kept except in sanitary containers. Each lot and its abutting street is to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

4. **PARKING AND STORAGE.** No inoperative automobile shall remain on any lot or adjacent street for more than 48 hours. No commercial-type vehicles or trailers shall be parked or stored on any lot or adjacent street for any time, except while being loaded or unloaded. Any boats or recreational vehicles must be parked or stored behind the front yard set back in a covered area screened from the street view.

5. **MAINTENANCE.** All lots and homes shall be kept in good repair and maintenance by the owner in a clean, safe and attractive condition.

6. **SATELLITE DISHES AND TV ANTENNAE:** Satellite dishes shall be positioned so that they are screened from street view. TV antennas shall not be placed on any roof and must be screened from street view.

7. **ANIMALS.** The current zoning of these aforementioned property allows for the keeping of one (1) large animal, with appropriate municipal review and approval. Large animals must be kept in rear yard, and must comply with all provisions noted herein, including provisions relating to land use, building type and nuisances.

8. **SIGNS.** No signs, billboards or advertising structures may be built or displayed on any lot except for single sign with maximum size of three by three for the specific purpose of advertising the sale of a home. Please note this requirement does not relate to the initial developer or homebuilder of the subdivision or assigns of the developer.

9. **FENCING.** No fence or similar structure shall be built in any front yard or a dwelling to a height in excess of three feet. Nor shall any fence or similar structure be built in any side or rear

yard in excess of six feet. 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 with a fence or wall 6 (six) feet in height. Chain link fencing shall not be allowed. Natural wood fencing, masonry or vinyl fencing is allowed. Any fencing or similar structure using other materials requires approval by the Architectural Control Committee.

### **ARCHITECTURAL CONTROL COMMITTEE**

The initial Architectural Control Committee will be made up of Chris P. Gamvroulas, David P. Zollinger and Brian Apsley.

Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural Control Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any members move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy.

At such time that all lots owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer and his assigns shall be released from responsibility of the Committee. The reorganization of the Committee shall be a 2/3 majority vote of the then current property owners within the described property.

### **GENERAL PROVISIONS:**

**TERM:** These covenants are to run with the land permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

**ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

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

**AMENDMENTS:** These covenants may be amended or renewed upon written approval of at least two-thirds of the owners of the lots within the subdivision. Each owner is entitled to one vote for each lot owned in said subdivision.

**COMPLIANCE:** These covenants have been written to comply with the requirements of Draper City. Any requirements or covenants that may run contrary to Draper City zoning and building requirements shall not be enforced.

IN WITNESS WHEREOF, the undersigned Owners have executed this instrument this 16<sup>th</sup> day of March, 19 99.

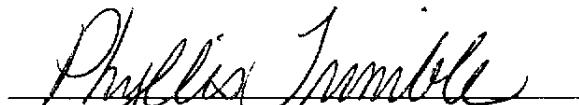
**IVORY HOMES, A UTAH LIMITED PARTNERSHIP**



Clark D. Ivory

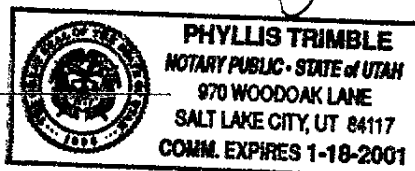
STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 16<sup>th</sup> day of March, 19 99, personally appeared before me, the undersigned Notary Public, who after being dully sworn, testified to me that Clark D. Ivory, General Partner of Ivory Homes, a Utah Limited Partnership, signed the owners dedication freely and voluntarily for and in behalf of the Partnership for the purpose therein mentioned and that he executed the same.

  
NOTARY PUBLIC  
Residing at Salt Lake County, Utah

My Commission Expires:

1/18/2001



4

7328346  
04/21/99 09:07 AM 25.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
12441 S 900 E  
DRAPER, UT 84020  
REC BY: Z JOHANSON , DEPUTY - WI

BK8270PG0508