

**DECLARATION OF PROTECTIVE COVENANTS
FOR SOUTHAM ESTATES**

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09/21/2000 04:12 PM 40.00
Book - 8389 Pg - 1643-1647
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: RDJ, DEPUTY - WI 5 P.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Known as **SOUTHAM ESTATES**

Parcel Id #s 34-06-402-010 thru 34-06-402-021 and 34-06-403-001 thru 34-06-403-011

In consideration of the premises and as part of the general plan for improvement of the property comprising Southam Estates we do hereby declare the property hereinabove described and all lots located therein, subject to the restrictions and covenants herein recited.

**ARTICLE I
RESIDENTIAL AREA COVENANTS**

1. Planned Use and Building Type.

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings not to exceed two stories above street level with a private garage for not less than two and not more than four vehicles.

Accessory builds may be located on the property if and only if all of the following conditions are met:

- (a) The accessory building is located in the rear and at least 1 foot from a dwelling of an adjacent lot.
- (b) The accessory building is to be located not less than 1 foot from any property line.
- (c) Animal shelters must comply to city ordinances as to height, size, location and construction material. Roof and exterior material must conform to main residential requirements as described in Section 5.

2. Dwelling Quality and Size.

Except as otherwise provided herein, no dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, is less than 1,800 square feet for single story homes. For two story homes the combined footage for both floors shall not be less than 2,100 square feet. For the purpose of these covenants, bi-level, split-level and tri-level homes shall be considered as two story homes. The combined footage for the three floors shall not be less than 2,100 square feet.

3. Draper City and Other Approval.

Restrictions and covenants do not waive the requirement for any other required public agency review or permit approval process or to any other criteria other than the requirements of this Declaration and any architectural Guidelines

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4. **Building Location.**

- (a) Building location must conform to the requirements of Draper City.
- (b) For the purpose of this covenant, eaves, steps, and porches shall not be considered as 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 any other lot.

5. **Roofing and Exterior Materials.**

All exterior materials utilized on dwellings and other structures shall consist of stone, brick, wood, etc. Acrylic stucco may also be used as a siding material. Aluminum, steel and vinyl materials may only be used for soffit and fascia. The roofing material for all homes or other structures built on any lot shall be either cedar shingles, tile or architectural grade laminated asphalt shingles.

6. **Paving.**

Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick or paving blocks. Gravel areas are not permitted.

7. **Solar Equipment.**

Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

8. **Antennae.**

All T.V. or radio antennae are restricted to the attic or interior of the residence. Satellite dish antennae shall be allowed provided they are screened from street view.

9. **Pools, Spas, Fountains, Game courts.**

Pools, spas, fountains and game courts shall be permitted but shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

10. **Metal Awnings.**

Metal awnings or metal "lean-tos," shall not be permitted on any lot.

11. **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 clothes line or storage of any articles which are unsightly will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front yards. No trailers, boats or other large recreational items shall be stored on the streets or front yards for longer than 24 hours. "Front yard" defined as same required set back as home.

12. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

13. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are 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.

14. Animals and Pets.

Dogs, cats or other animals may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a lot, it shall be kept on a leash or in a cage. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by owner. Any owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

15. Landscaping & Fence.

Park strip to be per Draper City standard (See Park Strip Planting Plan.) Automatic sprinklers to be installed in front yards. Front yard landscaping to be completed at time of occupancy. If weather prohibits completion, an escrow to be put in place for landscaping, to be held by Title Company until weather permits completion. Rear yard landscaping to be completed within 24 months of closing. Sod is to be installed in entire front yard with the exception of drive and flower area. Front yard to have (2) 1½" caliper trees.

All fencing must be constructed of block, vinyl, vinyl coated chainlink or wood. Fencing adjacent to the Wheadon Conservation Easement shall consist of white vinyl split rail fence. Fencing along the Wheadon Conservation Easement may not be modified. Owners are restricted from building a double fence along the Wheadon Conservation Easement.

16. Subdivision of Lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots less in square foot area than the area of the lot at the time of its initial purchase.

18. Recreational Vehicles.

No boats, trailers, large trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked in a side yard which is less than 10 feet in width. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles. All R.V.'s and vehicles must be stored at minimum house set back as required by Draper City.

19. Mailboxes.

All mailboxes shall be designed and constructed with brick, stone, or stucco; glass block and concrete cap. All mailboxes shall be complete with locking access door and a light inside connected to a photocell.

20. Exclusions.

The above covenants will not be enforced for Lot #15 with respect to size of home and exterior material. Home on said lot is an existing home built prior to subdivision recording and protective covenants.

**ARTICLE II
EASEMENTS**

1. For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. 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 easement. 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.

2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television line or drainage facilities are installed within the subject property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots owned by others, or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

3. Sewer and water laterals are stubbed to each property. All residents must locate and verify depth of sewer prior to the commencement of construction

**ARTICLE IV
DURATION, ENFORCEMENT AND AMENDMENT**

1. **Duration of Restrictions.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. **Enforcement.** The owner or owners of any portion of the subject property, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by any property owner or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 21 day of September, 2000.

GOUGH CONSTRUCTION, L.L.C.

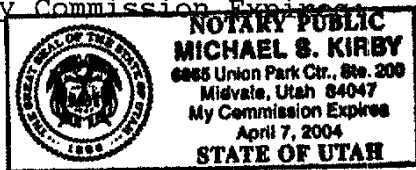
By: [Signature]

Date: 9-21-00

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 21st day of September, 2000, personally appeared before me, BLAINE GOUGH, duly sworn did say, for himself, that he is the managing member of GOUGH CONSTRUCTION, L.L.C., a Utah limited liability company and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and he duly acknowledged to me that said limited liability company executed the same.

My Commission Expires



[Signature]
Notary Public - Residing in
Salt Lake County, Utah