

Recorded at Request of

3082737

1138  
 3960  
 Salt Lake County, Utah, By Patricia Brown Dep. Date  
 Patricia Brown

MAR 24 1978

RESTRICTIVE COVENANTS FOR PROSPECTOR HILL SUBDIVISIONS 5,6,7 & 8

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the following described property in Salt Lake County, Utah, to wit:

Lots 1 through 62 inclusive, of Prospector Hill Subdivisions 5,6,7 and 8, located in Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, according to the official plats thereof recorded in the office of the Salt Lake County Recorder, and are desirous of creating restrictions and covenants affecting the said property.

Now, therefore, in consideration of the premises, the undersigned hereby declare the property herein described subject to the following restrictions and covenants:

## 1. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS:

All covenants and restrictions herein stated shall run with the land and all fee owners or purchasers thereof shall by acceptance and contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and constructions of residences and improvements thereon for a period from the date hereof to January 1, 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by vote of the majority of the then owners of said lots, it is agreed to change said covenants in whole or in part, provided that at any time after January 1, 2001, the owners of 3/4 of said lots may release any or all of the lots hereby restricted from any one or all of said restrictions released and by filing said agreement with the office of the Salt Lake County Recorder. The owners of 100% of said lots may file such an agreement at any time.

## 2. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential and appurtenant purposes. No building on lots #1 thru #9 on Plat 5 shall be erected, altered or permitted to remain on any lot other than one detached single-family dwellings and on lots #10 thru #62, Plats #6,7 and 8 no building shall be erected, altered, or permitted to remain on any lot other than one single-family dwelling or two attached or zero-lot line dwellings. Buildings are not to exceed two and one-half (2 ½) stories or thirty-five (35) feet in height. Private garages or carports shall not have more than three (3) garage doors on any one lot facing the street, but may stack double or single garages, or have other garage doors facing at right angles to or away from the street. Each dwelling shall be provided with a double garage except that the Architectural Review Committee in reviewing a specific design for a specific location may waive that requirement and allow for a single garage and a carport, should it consider the design or other special conditions warrant that waiver. Such waiver shall be in writing and shall apply only to the lot being reviewed and shall not constitute a blanket approval of this condition throughout the development. Private garages, rather than carports shall be required for each dwelling and for not more than three vehicles. All construction shall be of new materials; except, that the Architectural Review Committee may waive this requirement for well-salvaged materials of a fine nature such as used brick, stained glass, cut stone or other materials felt by the committee to be comparable or "as good as new." Such accessory buildings as are approved by the Architectural Committee shall also be permitted. The committee may allow two families to occupy one single-family home; but a written request naming the parties must first be approved in writing by the Architectural Committee. Should one of the named families vacate, the two family approval shall be voided, and a new request must be made and approved.

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3. DWELLING COST, QUALITY AND SIZE:

No single dwelling or double dwelling building shall be permitted on any lot having a fair market value of less than \$85,000 including the lot, up to January 1, 1980 or such other revised market value limit as shall be set by the Architectural Review Committee once each year to incorporate the "cost of living" increase or decrease, to keep the value current. The values shall be based upon costs and value levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality, workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded. In addition to the above, no dwelling shall be permitted on any lot having a square footage floor area excluding garages and out buildings less than 1850 square feet on the above ground level floor or floors. The undersigned reserves the right for itself, its successors and assigns to change, increase or decrease the minimum cost or square footage requirements for any or all said lots.

4. COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY

All buildings in said Planned Unit Development shall be placed and used upon said lots in accordance with the then current provisions of the Salt Lake County Zoning Ordinances, except that they may not be more restrictive than Ordinances in existence at the time these covenants are filed.

5. TEMPORARY STRUCTURES

No trailer, mobile home, or live-in vehicle, basement, shack, tent, or other out-building shall be placed upon or used at any time within said subdivisions as a temporary or permanent residence. No structure shall be moved onto any of said residential lots unless it meets with the approval of the Architectural Committee. For sales office, guard office, or construction office and storage, the developer or other agent approved by the Architectural Review Committee may place and occupy such a temporary structure.

6. NUISANCES:

A. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

B. Pets. No barn, coop, shed, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision, excepting only a reasonable number of household pets as determined by the Architectural Review Committee. Pets shall at all times be under proper control and supervision of their owners.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked on driveway areas. Trailers, trucks, busses, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages or in the rear yard portion of each lot, or if on the side, not nearer than 20'0" back of the front of the house.

D. Signs. No signs, other than name plates, shall be displayed to the public view on any lot except that one sign not exceeding 200 square inches displaying the name and profession of any professional man, and one sign not exceeding 4 square feet advertising the sale or lease of a lot or house. Other signs may be displayed during the construction and initial sales period, but shall be approved in writing by the Architectural Review Committee.

E. Drilling and Mining. There shall be no oil drilling, mining, quarrying or excavation operations of any kind per-

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mitted upon any lot. Earth moving to remove unneeded soil or fill dirt or ground for spreading on other areas of the Developer's site shall not be restricted by this article.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said development, except in sanitary containers, and these shall be emptied weekly and stored out of public sight.

7. EASEMENTS, SPECIAL BUILDING RESTRICTIONS:

Easements are reserved as shown on the recorded subdivision plats or as recorded in the office of the Salt Lake County Recorder. Special easements for walks or paths, etc., may be added by the developer in the field across the edges of some of the lots. These shall be noted in sales documents, and recorded at a later time.

8. DILIGENCE IN BUILDING:

When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 12 months.

9. ARCHITECTURAL CONTROL:

A. Approval Required. No building or structure, including a tennis court or swimming pool and including fences and mail boxes shall be commenced, erected or remodeled or maintained upon any lot without the written approval as to location, shape, height, and materials first having been obtained from the Architectural Review Committee. All such plans shall be prepared by an architect who is licensed to practice in the State of Utah, and plans shall bear his seal. Submittal shall require approval in writing as to harmony of exterior design and location in relation to surrounding structures and topography. No existing natural vegetation shall be removed unless similarly approved.

B. Architectural Guidelines. The following architectural guidelines shall apply to all lots in Prospector Hills:

1. Harmony in building: The exterior material of all homes shall be either wood, stucco, brick or stone. The roofing materials shall be wood shingles, either machine cut or hand split or on approved flat areas only, gravel roofs in natural colors.

2. Color harmony: Exterior colors must be approved by the Architectural Review Committee in order that harmony with the surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials. The use of bland, unpainted concrete or blocks and unsuitable painted or unpainted metal is prohibited on exterior surfaces.

3. Retaining walls: All retaining walls must be approved by the Architectural Review Committee. Use of unfaced concrete retaining walls must be very limited. The Committee will encourage the use of rocks, railroad ties, stone-faced walls and the like, rather than concrete, unless it is acceptably patterned on the surface.

4. Site plan: The siting of homes on lots shall be approved by the Architectural Review Committee. If possible, driveways having a slope of greater than 8% should be avoided. Lot owners, or their architects, must determine the depth and location of the sewer from the Cottonwood Sanitary District prior to designing their exterior house elevations. The Architectural Review Committee may determine and decree that two story dwellings would not be suitable on certain lots, because of their blocking views from other lots. For this and similar purposes, preliminary plan review by the Architectural Review Committee is available to save Owner's and Architect's time and money.

5. Roofs: All roofs shall have a pitch, the minimum being  $3\frac{1}{2}$  in 12, and maximum being a 9 in 12 pitch. Low sloped roofs or flat roofs may be approved by the Architectural Review Committee for entrances, porches, garages, carports and covered walks, etc., subordinate to the main roofs of the dwelling, but only upon the Committee's review of all elevations and well executed perspective drawings showing the design benefits to be gained from incorporation of such roofs.

6. Fences: Fences shall be constructed in coordination with the general architecture and character of the surrounding area. Some of the materials used shall be the same as or similar to those used in the building of the home, and should compliment the architecture of the home.

7. Exterior Lighting: Exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility. Such lighting shall have the approval of the Architectural Review Committee.

C. Landscaping. No landscaping of the front yard shall be started on any of said lots nor any planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Review Committee. The landscaping must be completed for the front portion of the lot within 9 months from the date the home is occupied.

D. Architectural Procedure. The Architectural Review Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to act on a submitted plan within ten days after it has been submitted, approval will not be required and the plan shall be deemed have been approved. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or yard work, and any violations of County ordinances are the sole responsibility of the lot owners and/or their architects. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the buildings or with the soundness thereof.

E. Membership. The Architectural Review Committee shall be composed of Charles C. Moore, Margaret Moore and Robert W. Moore. A majority of the Committee may approve or disapprove plans or may designate a representative to act for the Committee. In the event of death or resignation of any member, the remaining members shall have full authority to select a successor. In the event of the inability of all members to act, successors may be appointed by the vote of a majority of the lot owners in said Development.

#### 10. COVENANTS RUNNING WITH THE LAND:

A. Trees. At the time  $\frac{3}{4}$  of the lots in Prospector Hill Subdivisions 5, 6, 7 and 8 are built upon and occupied and the Architectural Review Committee votes unanimously to do so, all of the lot owners hereby agree to purchase, plant and maintain the trees which shall line the roads in said subdivisions. The trees to be used for this purpose shall be similar to those approved for such use in subdivisions in Salt Lake City, and shall be a kind and size specified by the Architectural Review Committee. The trees shall be located according to plan to be prepared for said Committee. All lot owners hereby agree not to plant any other trees or bushes in the publicly owned portion or strip of land in front of their lot, and they further agree to remove any existing trees or bushes in said publicly owned parcel if requested to do so by the Committee. Each lot owner hereby agrees to pay his fair share of the total cost of purchasing and planting said trees in any given area to be improved.

B. Grass. Each lot owner shall plant and maintain grass in the public portion of property between the curb and gutter and the front or to the side of his or her lot. Also, some sidewalks will occupy this space.

C. Concrete Maintenance. Each lot owner shall at all times keep the curb and gutter and sidewalk in front of his or

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her lot or lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Architectural Review Committee.

D. Enforcement. The agreements contained in paragraphs A, B, and C above shall be construed as covenants running with the land. The lot owners hereby agree that the Committee may institute any suit or suits necessary in order to obtain a decree for specific performance under these agreements. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor, such a lot owner or owners shall pay reasonable attorneys fees for the plaintiff's attorney as such fees may be fixed by the Court.

11. VIOLATION OF RESTRICTIONS, PENALTIES:

Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

12. SEVERABILITY:

In validation of any one or any portion of any of these covenants and restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned owner has executed this document this 16th day of March, 1978.

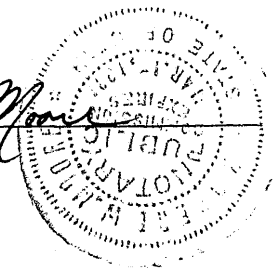
AMERICAN TIERRA CORP.

By: Charles C. Moore  
President

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 16th day of March, 1978, personally appeared before me Charles C. Moore signer of the above instrument, who being by me duly sworn did say that he executed the same.

Robert W. Moore  
NOTARY PUBLIC  
My commission Expires: March 17, 1981  
Residing in: Salt Lake City



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