

When Recorded Please Return to:  
Utah Title  
629 East 400 South  
Salt Lake City 84102  
Attn: Helen Cunningham

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AFFECTING THE REAL PROPERTY KNOWN AS ROCKHAMPTON ESTATES SUBDIVISION,

PART A. PREAMBLE  
4158968

WHEREAS, the undersigned is the legal and beneficial owner of a certain track of land situated in the City of Sandy, Salt Lake County, State of Utah, described as ROCKHAMPTON ESTATES SUBDIVISION, LOTS 73 thru 95.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, residen upon, hypothecated and ehld subject to the following restrictions, conditions, covenants and agreements between themselves and their heirs, successors and assigns:

7-105229

PART B. AREA OF APPLICATION

B-1 FULLY-PROTECTED RESIDENTIAL AREA: The residential area covenants in PART C. in their entirety shall apply to lots 73 thru 95, ROCKHAMPTON ESTATES SUBDIVISION.

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PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. (a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and an attached garage for not less than two cars, but not more than three cars. (b) All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of Sandy City and any other agencies governing subdivision land use and building, including all landscaping, grading and drainage of the land in each owners lots. All must be completed so as to comply with flood control requirements of the subdivision and the individual lots therein. (c) All construction is to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. All structures shall have at least 40% brick exterior, each outside wall shall consist of at least 25% brick exterior. Any exceptions must have written prior approval obtained before construction begins from the Architectural Control Committee.

C-2 ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the complete construction plans and specifications, including a plan showing the location of the structure have been approved by the Architectural Control Committee as to workmanship and materials, harmony of external design with existing structures, and as to lacion with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Prospective lot owners and or contractors must provide the Architectural Control Committee with a completed set of all construction plans prior to the start of construction.

C-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than SEVENTY-FIVE THOUSAND DOLLARS exclusive of the lot, based upon cost levels prevailing on the date of recording of these restrictions, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced at the minimum cost stated herein for the minimum permitted dwelling site.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 2,000 square feet for a one story dwelling, nor less than 1,500 square feet for a dwelling of more than one story. For the purposes of these covenants, the basement area shall in no event be considered a story.

C-4 BUILDING LOCATION. (a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. (b) No building shall be located nearer than 8 feet to an interior lot line with both side yards totaling not less than 20 feet, except that no side yard shall be required for a permitted accessory building located 50 feet or more from the building setback line. No dwelling shall be located on any interior lot line nearer than 20 feet to the rear lot line. No accessory or outbuildings 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 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.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on a lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side, and rear setbacks required above are complied with.

C-6. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood. ALL recreational vehicles shall be parked off the street and screened from view from the street at the set back line of the residence. Recreational vehicles shall not be parked overnight on the street nor in the driveways in front of the residence setback line, but shall be allowed to remain overnight on the property only if housed in a garage or screened from view from the street if behind the setback line of the residence. Failure to comply with the provisions hereof shall not be tolerated and constitute a nuisance.

C-7. 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. All buildings are to be of new construction.

C-8. PRIVATE RESIDENCE: MOVING OF STRUCTURE. Said premises shall be used for private residence purpose only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved in writing by the Architectural Control Committee.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet, advertising the property for sale or rent, or signs used by the builder to advertise the property for sale or rent, during construction and sales period. The developer, at his discretion, may place at the entrance of the subdivision, one sign of not more than one hundred thirty square feet advertising the subdivision.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring for oil or any other natural product shall be erected, maintained or permitted upon any lot.

C-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 and are restricted to the owner's premises or on leash under handler's constant control.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, grass clippings weeds or other products of maintenance. Trash, garbage or other waste materials shall not be kept except in sanitary containers, and not put out on the curb area until the morning of pickup. All incinerators or other equipment used for the storage or disposal of such material shall be kept in clean and sanitary condition.

C-13. SIGHT DISTANCE AT INTERSECTIONS. 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 street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street 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 as sufficient height to prevent obstruction of such sight lines.

C-14. EASEMENTS. (a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Within these easements, no structure, planting or other material 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. The easement area 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 is responsible.

C-15. RIGHT OF WAY, UNITED STATES GOVERNMENT AND METROPOLITAN WATER DISTRICT. (a) The United States Government and the Metropolitan Water District have prior right to construct, re-construct, operate, and maintain the Salt Lake Aqueduct and appurtenant structures, above and below the ground surface within those portions of their right of way. A portion of lot 15, 16, 17, 18, 19, 24, 25, 29, 30, 31, 32, 33, 34, 61, 62, and 81 contain the Aqueduct right of way, and are subject to all rights (prior) of the United States Government and the Metropolitan Water District.

(b) Any increase in the cost to reconstruct, operate, maintain, and repair the Aqueduct and appurtenant structures which might result from the construction of ROCKHAMPTON ESTATES, homes, and other physical structures, and utility improvements shall be born by the subdivider or their successors in interest. Any costs to the Metropolitan Water District or the United States which result from the construction of the subdivision or utility improvements shall be born by the subdivider or its successors in interest in the land (lot owners), and such costs

shall constitute a lien on said land until paid.

(c) All deeds and instruments for lots 15, 16, 17, 18, 19, 24, 25, 29, 30, 31, 32, 33, 34, 61, 62, and 81 shall contain provisions and covenants recognizing the prior rights of the United States Government and the Metropolitan Water District, as herein set forth, and shall require that plans for landscaping and other development that may affect or hinder operation and maintenance of the Aqueduct be submitted to the United States Government and the Metropolitan Water District for review and approval.

(d) The subdivider, his successors or assigns, agree that forty eight hours (48) prior to excavation for construction of any homes or appurtenant improvements on Lots 15, 16, 17, 18, 19, 24, 25, 29, 30, 31, 32, 33, 34, 61, 62, and 81 that the location of said homes or improvements shall be staked in the field and the United States Government and the Metropolitan Water District shall be notified to permit inspection and approval to avoid any encroachment on the Aqueduct right of way.

(e) Any property within ROCKHAMPTON ESTATES SUBDIVISION CONVEYED TO PURCHASERS WILL INCLUDE IN THE CONVEYING INSTRUMENT, a provision stating that such conveyance is subject to these restrictive covenants.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The Architectural Control Committee is composed of HERM NEVENNER, 587 Holstein Way, Murray, Utah, JERRY BURKE, 9160 South 471 West, Sandy, Utah, and K. VINCENT BLUTH, 653 Williams Berg Park Circle, Sandy, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of 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.

D-2 PRODEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or thereof

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approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E GENERAL PROVISIONS

E-1 TERM These covenants are to run with the land and shall be binding on all parties and all persons claiming ownership under them for a period of fifty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3 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.

E-4 AMENDMENTS. These covenants may be amended or renewed upon written approval of at least two-thirds (2/3) of the owners of lots within the protected area. Each owner is entitled to one vote for each lot in said protected area.

NEVENVEST LAND COMPANY INC.

*HERM NEVENNER*  
HERM NEVENNER, PRESIDENT

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STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On the 1st day of November, A.D. 1985, personally appeared before me HERM NEVENNER, who being by me duly sworn, says that he is the President of NEVENVEST LAND COMPANY INC., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said HERM NEVENNER, acknowledged to me that said corporation executed the same.

*Edmund Cunningham*  
Notary public

My Commission Expires: 10-15-88

Residing at: Salt Lake City, Utah

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REBECCA GRAY  
REBECCA GRAY  
SALT LAKE COUNTY,  
UTAH

Nov 1 4 35 PM '08

UTAH TITLE  
DEP

Rebecca Gray  
REBECCA GRAY

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