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22 DECEMBER 89 01:17 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
GARY FREE AND ASSOC.  
716 E FORT UNION BLVD, MIDVALE 84047  
REC BY: REBECCA GRAY, DEPUTY

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

4863194

TO: WHOM IT MAY CONCERN:

**PART A. PREAMBLE**

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.

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, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

**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 15 through 34, and 59 through 66, ROCKHAMPTON ESTATES SUBDIVISION.

**PART C. RESIDENTIAL AREA COVENANTS**

**C. 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 four cars, not to exceed 2 doors except with permission of the Architectural Control Committee.

(b) All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and 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.

(d) The exterior design showing finish materials must be prepared and the renderings and elevations submitted to the Architectural Control Committee for prior approval.

(e) No residence erected on the conveyed premises shall have less than seventy-five per cent (75%) of the roof

BOOK 6185 PAGE 2852

surface of gable construction, and all gabled roofs shall be covered with shingles of wood or composition, or with slate or tile. A garage or other outbuilding on any lot shall be of construction and architectural type similar to the residence thereon. All flat portions of any roof must be surrounded by parapets at least two feet above the highest point of such flat roof, and such parapets must be finished, both inside and out, of material to match the general character of the remainder of the building.

(f) No excavation for stone, gravel, or earth shall be made except for walls, basements, or cellars of dwellings.

(g) The grade of any lot shall not be raised above the grade established by developer and existing at the time said lot is purchased.

(h) After construction of a residence or other building the balance of the remainder of the land not covered by such buildings shall be seeded, sodded and suitably planted with grass, decorative shrubs, trees or flowers, excepting, however, such part of the area, not to exceed fifteen per cent (15%) thereof, as shall be constructed as and used for driveways and parking space within two years of completion of construction, to include front and side yards.

**C-2 ARCHITECTURAL CONTROL.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications, including a plan showing the location of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location 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. Approval shall be as provided in PART D.

### **C-3 DWELLING COST, QUALITY AND SIZE.**

(a) No dwelling shall be permitted on any lot at a cost of less than SEVENTY FIVE THOUSAND AND NO/100 DOLLARS exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality or 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 900 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story with a total minimum of 2,400 square feet for both floors. For the purpose of these covenants, the basement area shall in no event be considered as a story.

(b) Exterior construction is to be at least fifty percent (50%) brick, stone, or masonry material or other quality masonry material. No hardboard, stucco board or any inferior imitation building materials will be allowed.

#### 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, except within the radius of a circle as approved by Sandy City.

(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 30 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 a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot line 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 said location complies with all required front, side and rear setbacks.

C-6 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which is or may become an annoyance or nuisance to the neighborhood. Anything such as inoperable vehicles in front of the setback line or excessive overnight on-street parking will be considered as a nuisance. All recreational vehicles shall be parked off the street and screened from view from the street at the setback 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 the street from behind the setback line of the residence. Failure to comply with the provisions hereof shall constitute a nuisance.

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

C-8 PRIVATE RESIDENCE: MOVING OF STRUCTURE. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other location 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 and the local building and zoning officer.

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

C-10 OIL AND MINING OPERATION. 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 upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas 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 owner's premises or on leash under handler's control. Any animals or household pets must be in compliance with the local ordinances pertaining thereto.

C-12 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13 SIGHT DISTANCE AT INTERSECTIONS. No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above 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 sightline limitations shall apply on any lot within 10 feet from the driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-14 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Within these easements, no structure 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.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1 MEMBERSHIP. The Architectural Control Committee is composed initially of Gary R. Free, 2643 Oak Grove Drive, Sandy, Utah, 571-2359; John Metcalf, 11551 Cassowary Drive, Sandy, Utah, 572-2003; Thomas Holdaway, 2643 Oak Grove Drive, Sandy, Utah,

571-7863; and Dennis Barker, 2345 East High Mountain Drive, Sandy, Utah, 572-6651. 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 recorded owners for 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 PROCEDURE. 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, 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 has been recorded, agreeing to change said covenants in whole or in part.

#### E-2 ENFORCEMENT

(a) 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.

(b) If any purchaser or owner of any lot in the subdivision, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, as shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(c) Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, understood and agreed that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

E-3 SEVERABILITY In validation 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.

(a) 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 owned in said protected area.

(b) The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of ROCKHAMPTON ESTATES SUBDIVISION PHASE II, and each lot therein, may be waived, terminated, or modified as to the whole of said subdivision or any portion thereof with the written consent of the owners of seventy-five percent (75%) of the lots in the portion to be affected shall also be secured. No such waiver, termination or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the County Recorder for the County of Salt Lake, State of Utah; provided, however, that this provision shall have no application so long as grantor shall be the owner of twenty percent (20%) of the lots in said subdivision.

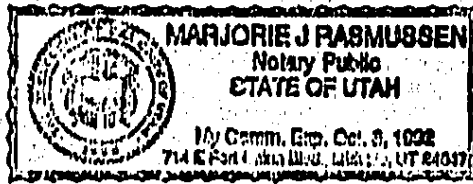
Architectural Control Committee  
by

  
\_\_\_\_\_  
Gary R. Free

  
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Thomas Holdaway

  
\_\_\_\_\_  
John Metcalf

  
\_\_\_\_\_  
Dennis Barker

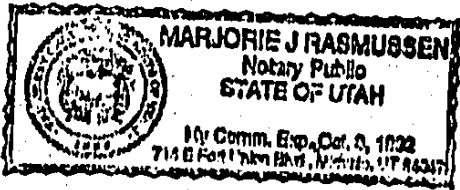


*Marjorie J. Rasmussen*  
Oct 1992

State of Utah )  
 ) ss  
County of Salt Lake

The foregoing instrument was acknowledged before me  
this 21<sup>st</sup> day of December 1989 by  
Marjorie J. Rasmussen

(Leave 2 1/2 inches for  
Notary Seal)



Marjorie J. Rasmussen  
Notary Public

My commission expires:  
1992

Residing at:  
4224 So. Charles St.

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