

DECLARATION OF BUILDING AND USE RESTRICTIONS

1-16 *Sunset Hollow A*
17-39 *Sunset Hollow B*

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of Bountiful, Davis County, State of Utah, to-wit:

Lots 1 to 39 inclusive, Sunset Hollow Subdivision PLATS A & B according to the official plats thereof, as recorded in the office of the County Recorder of said County.

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations in order to enhance a more uniform development of the lots therein, maintain to the extent possible the natural environment in which they are located and to maintain the value thereof.

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. 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, with private garage for at least two cars, the plans for which shall be approved in advance by the Architectural Control Committee referred to hereafter. The use of carports in addition to or instead of garages must have the specific written prior approval of the Architectural Control Committee. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Such approval will concern itself with the acceptability and harmony of external design of the proposed structure with respect to topography and grade, quality of materials, size, height, color, etc. All buildings shall be designed to preserve the natural beauty of the area. All structures constructed on the property described herein shall be of good quality workmanship and materials. Only those exterior materials which will blend harmoniously into the natural environment, with special emphasis on earth-toned colors, shall be permitted. Masonry (brick and stone) exterior are strongly encouraged. Exterior television antennae are prohibited. Exposed metal flues, vents, ventilators or other metallic rooftop protuberances shall be coated or painted with a natural color which will blend harmoniously with the roof. The Architectural Control Committee shall have final control for approval of all color and material plans.

29.00

RECORDED AT REQUEST OF
J. & M. Mathison
1955 MAY 13 PM 12:32

DAVIS COUNTY RECORDER
DEPUTY *827* FEE *29.00*

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Return to:
Jack Watkins
123 Edgewood Drive
SLC 84103

Upon commencement of construction of any structure, the construction time for the exterior portion of any structure shall not exceed 18 months from start to finish. All debris, excavation dirt, etc. associated with the building process shall be removed within the above specified construction time. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks of the property described herein. "Start" shall be the instant any foliage is cut in anticipation of the construction of the to-be-built structure. "Finish" shall be the instant the entire exterior portion of the to-be-built structure conforms to the construction plans, specifications and plot plan approved by the Architectural Control Committee.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$100,000 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded. The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,800 square feet.

4. Building Location

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No dwelling shall be located nearer than 8 feet to any interior lot line with a combined side yard of 18 feet, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 50 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

(c) All buildings shall be placed and built in accordance with slope requirements (see Section 15) and meet Bountiful City's hillside ordinance specifications.

(d) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

5. Out Buildings. It is understood that out buildings, such as swimming pool dressing facilities and tennis court dressing facilities may be constructed on any lot located on the above described property so long as they are in conformity with harmonious development of the property and the approval of the Architectural Control Committee. No such out building shall at any time be used for human habitation, temporarily or permanently.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities 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 they may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

The easement area of each lot and all improvement 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.

7. Nuisances. No noxious or offensive trade or 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 drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, boat racks, snowmobiles, motorhomes, recreational vehicles, or other vehicles are to be store on front or side lots unless they are in running condition, properly licensed and are being regularly used. No parking or storage of any articles, material, equipment, or vehicles of any nature shall be permitted in the front yard portion of any lot except that licensed, regularly used passenger cars and light pick-up trucks may be parked in driveway areas. No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the property hereinabove described except that licensed, regularly used passenger cars and light pick-up trucks may be parked in streets located within the hereinabove described property.

No open storage of building materials, except during the course of actual construction, shall be permitted on any lot, nor shall junk, unlicensed cars or other unsightly items ever be maintained or stored on any lots. Minor vehicle repairs may be accomplished during the daylight hours. Major vehicle repairs lasting more than three days is strictly prohibited.

The use or operation of snowmobiles on the streets of the property above described is not permitted. The use of motorcycles and other recreational vehicles which may produce audible annoyance to the community shall be limited to ingress and egress into the community and shall proclude recreational riding.

Failure to comply with the provisions hereof shall constitute a nuisance.

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

9. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home is prohibited.

10. 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 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 control. All cases regarding animals shall conform to the applicable ordinances of Bountiful City, Utah.

11. Appearance, Sanitation, and Fire Hazard Control. Each owner shall be required to reasonably, necessarily, and adequately maintain his property to keep it in a reasonable state of appearance and preservation. No lots shall have accumulated thereon any rubbish, trash, or unsightly debris. The burning of rubbish, leaves, or trash on the above described property is strictly prohibited. Trash containers shall be covered and kept screened from view from the street or suitable enclosed areas, except during collection. Upon failure or neglect of any owner to remove rubbish, trash, or unsightly debris from said owner's property within ten (10) days after written notice to remove has been mailed to him by the Architectural Control Committee, the Committee may cause the same to be removed and the individual lot owner shall be responsible for the reasonable expenses of such removal.

No electrical power lines, telephone cables, or other auxiliary service lines shall be exposed. All utility lines shall be underground.

Each residence shall have installed surrounding it a sprinkler system for fire protection which may also be used for irrigation. All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned shall be fitted with spark arrestors. All residents shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

Each resident shall have and maintain in operable condition at least 100 feet of garden hose, readily accessible, connected or immediately adjacent to a year round water source.

12. Sight Distance at Intersection. 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 case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in 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 the oil or natural gas shall be erected, maintained, or permitted upon any lot.

14. Landscaping. Any trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

No fence or screen shall be erected without the prior written consent of the Architectural Control Committee. No fence or screen shall be erected so as to constitute a traffic hazard, particularly near driveways and street intersections.

Only such foliage shall be removed from each lot as is necessary for clearing the driveway, excavation for the foundation, and for lawns and patios. The lawn and patio area shall not exceed in area the square foot area of the main level of the house erected on the lot. Deviations from this standard shall only be allowed by the Architectural Control Committee after appropriate review. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks and improve erosion control.

15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. PART C.

ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 of the committee shall have full authority to select 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. The Architectural Control Committee is composed of:

Jack Watkins
Vanja Watkins

Don Watkins
Norm Watkins

2. Procedure. The terms of the committee members shall be for the term of one (1) year or until a successor is duly elected and qualified, whichever is later. After initial appointment, committee members may be elected by a majority of the persons owning lots in the above described real property, with each lot to have one vote per committee member. When more than one person holds ownership interest in any lot, the vote for such lot shall be exercised as the owners of said lot determine, but in no event shall more than one vote be cast with respect to any lot. In event of a tie vote, a coin toss shall be conducted in order to determine the new Committee member. Interpretation of the architectural covenants which affect the external appearance of any building or structure or or any lot shall be the prerogative of the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. Plans specifications including exterior color and material proposals, shall be submitted to the committee in duplicate and one approved set shall be returned to the lot owner. The Architectural Control Committee shall be substantially governed by the Building and Zoning Ordinances of Bountiful, Utah, except where stricter.

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

PART D GENERAL PROVISIONS

- 1. Term. 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 twenty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 75% of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 2. Enforcement. The Architectural Control Committee, or any owner of any property described hereinabove shall have the right to enforce any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Statement. In addition to remedies at law or in equity, the Architectural Control Committee may abate any nuisance or or correct any violation hereunder and the individual lot owner shall pay the reasonable expenses incurred therein, and no liability shall attached to the Architectural Control Committee or its representatives in acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances. Failure by the Architectural Control Committee or by any property owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions which shall remain in full force and effect.

JAEDON, INC.

By Don Watkins
Don Watkins
President

STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On the 30th day of April, 1955, personally appeared before me Don Watkins who being by me duly sworn did say, that he is the President of Jaedon, Inc. and that the within and foregoing instrument was signed in behalf of said Corporation, by authority of a resolution of its Board of Directors and the said Don Watkins duly acknowledged to me that said Corporation executed the same.

Arthur W. Stevens
Notary Public
Residing at Salt Lake City, Utah



My commission expires: