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DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR CREEKSIDE ESTATES

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KATIE L. LARSON  
REGISTRAR  
SALT LAKE COUNTY  
DEC 17 12 51 PM '80  
GUARANTEE  
REF

KNOW ALL MEN BY THESE PRESENTS:

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

All of Lots 1 to 24, inclusive, CREEKSIDE ESTATES, according to the official plat thereof.

In consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property herein above described, subject to the restrictions and covenants herein recited.

PART A. RESIDENTIAL AREA COVENANTS:

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 with a private garage for not more than three vehicles. All construction to be of new materials. b) Exception for Lot 24. If Lot 24 is not used for a single family dwelling, it may be used for the construction of a twin home, but it must be commensurate in cost and quality with other dwellings in the subdivision. c) Exception for Lot 17. Prior to the recording of these restrictive covenants, a negotiation was made for the placement of an existing house on Lot 17. This house meets the requirements for dwelling cost, quality and size, except for not being construction from new materials. If this house is not placed upon said Lot by July 1, 1981, this exception will expire. d) No carports will be allowed.

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 by the Architectural Control Committee as to quality of workmanship and materials, harmony of external 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 B.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$75,000.00 excluding lot, based upon cost 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 of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1800 square feet. Two story dwellings shall not have less than 1300 square feet on the main level.

4. Building Location. a) No building shall be located on any lot nearer to the front lot lines or nearer to the side street line than the minimum building setback lines required by zoning. In any event 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 any interior lot line except that a one-foot minimum side yard shall be required for a garage or other permitted accessory building located 60 feet or more than the minimum building setback line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line. c) 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 a building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any 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 10,000.00 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots, as shown on the recorded plat, provided that the above front and side yard clearances are maintained.

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6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot. 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 easement, or which may obstruct or retard the flow of water through 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 company is responsible.

7. 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 drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless located in enclosed areas built and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

8. 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. No mobile homes will be permitted.

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 one square foot, one 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 during the construction and sales period.

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 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 control.

11. 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 materials 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 materials or other objects are to be stored on any lot in view of the general public.

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 line, or the case of a rounded property corner from the intersection of the street property 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 at sufficient height to prevent obstruction of such sight lines.

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 for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Landscaping. 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.

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.

16. Radio and Television Antennas. No radio, short wave or television antennas over three (3) feet above the highest roof line of the residence shall be permitted unless expressly approved in writing by the committee.

17. Access or Right of Way. No lot or any portion thereof may be used as an access or right of way to any other lot in the subdivision nor any property adjoining the recorded subdivision.

18. Individual Floodproofing of Residences. To provide protection for the 100 year flood, the owner or his agent, the building contractor, and/or architect will be required to keep all windows, window wells, door sills and other openings a minimum of one foot above the finished elevations or to provide the same degree of protection by berming or landscaping to divert drainage around dwellings.

PART B. 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. 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. The Architectural Control Committee is composed of Lawrence C. Brady, Roger G. Cottle and Geneene Brady.

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 in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS


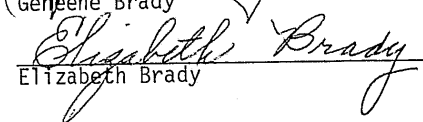
1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless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

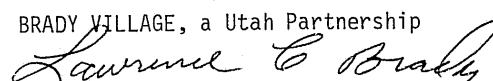
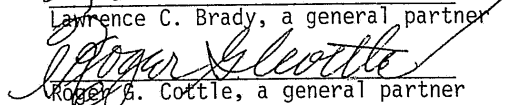
2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. Acceptance of restrictions. All purchasers of property described above shall by acceptancy of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth.

Dated this 16th day of December, 1980.

  
Geneene Brady  
  
Elizabeth Brady

BRADY VILLAGE, a Utah Partnership  
  
Lawrence C. Brady, a general partner  
  
Roger G. Cottle, a general partner

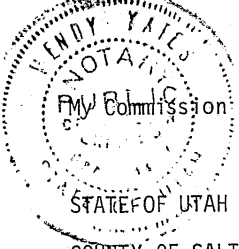
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STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

1980

On the 16<sup>th</sup> day of December, personally appeared before me LAWRENCE C. BRADY and ROGER G. COTTLE, who being by me duly sworn or affirmed, did say that they are general partners of BRADY VILLAGE, a Utah Partnership, and that said instrument was signed in behalf of said partnership by authority and said LAWRENCE C. BRADY and ROGER G. COTTLE acknowledged to me that they as such general partners executed the same in the name of the partnership.

Wendy Gates  
Notary Public

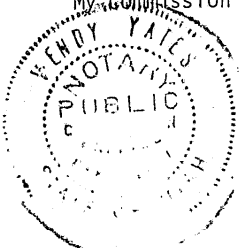


My Commission expires 10-5-81 Residing at Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On the 16<sup>th</sup> day of December, 1980, personally appeared before me GENEENE BRADY and ELIZABETH BRADY, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Wendy Gates  
Notary Public



My Commission expires 10-5-81 Residing at Salt Lake City, Utah