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Sunridge Enterprises, L.L.C.
1675 No. 200 West Bldg. #4
Provo, UT 84604

ENT 62650 BK 4348 PG 878
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1997 Aug 15 4:53 pm FEE 52.00 BY JRD
RECORDED FOR EMPIRE LAND TITLE COMPANY

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS, RESERVATIONS AND RESTRICTIONS**

**SUNRIDGE HILLS
Plat "E"**

Provo, Utah

THIS DECLARATION (the "Declaration") is made as of this ____ day of July, 1997, by **SUNRIDGE ENTERPRISES, L.L.C.**, a Utah limited liability company (the "Declarant"), in its capacity as owner and developer of the real property to which this Declaration is applicable:

Declarant intends to develop, improve and sell the said property and to impose upon it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all of the property, the owners thereof, and their successors and assigns.

NOW, THEREFORE, Declarant hereby declares that the property described below (sometimes herein referred to as "lands", "lots", "tract", "subdivision" or "property") shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, easements, reservations and restrictions, all of which are declared and agreed to be in furtherance of the plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the provisions of the Declaration will be deemed to be covenants or equitable servitudes, as the case may be, running with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described lands or any part thereof.

ARTICLE I

PROPERTY

The property subject to the provisions of this Declaration is located in Provo City, Utah County, Utah and is described as follows:

All of Lots 78 through 108, inclusive, SUNRIDGE HILLS, Plat "E", Provo, Utah, according to the official plat thereof as recorded in the office of the County Recorder of Utah County.

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ARTICLE II

RESIDENTIAL AREA COVENANTS

2.01 **Land Use.** The property is zoned R-2 PD and is restricted to single family residential use pursuant to applicable ordinances of Provo City. No lot shall be used except for residential purposes.

2.02 **Building Type.** No building shall be erected, altered, placed or permitted to remain on any lot other than (a) one single family detached residence dwelling, with private garage for not more than two automobiles; or (b) one single family detached residence dwelling, with private garage for not more than three automobiles, constructed on two lots numbered sequentially odd and even, in which event the residence dwelling shall straddle the interior mutual lot line between the two lots.

2.03 **Dwelling Quality, Size and Height.** All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured for and used in subdivisions and lots of similar size and general location in Utah County, Utah, on the date this Declaration is recorded. The ground floor area of the main structure, exclusive of garages and open porches, shall not be less than 1200 square feet for a single family residence dwelling. No dwelling structure shall exceed 18 feet in height as measured from the center of the applicable lot at the top level of the curb and gutter fronting such lot UNLESS approved by the Architectural Control Committee which shall have as its primary concern the preservation of view for other dwellings in the immediate proximity. In any event, approved heights in excess of 18 ft. shall not exceed Provo City ordinances for building height limitations.

2.04 **Construction and Set-Back Lines.**

(a) All construction of improvements upon the property shall be done pursuant to and in accordance with the ordinances and permit requirements of Provo City, including compliance with approved front, side and rear set-back lines; provided that no single family detached dwelling shall be located nearer than 3 feet to a side yard nor within 10 feet of another dwelling nor within 20 feet of an exterior lot line.

(b) 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 in any way, including airspace.

(c) Water conservation devices such as low-flow toilets and shower heads shall be used in all construction.

2.05 Trees and Landscaping.

(a) The removal of any living tree on any lot in excess of three inches diameter is prohibited without prior written consent of the Architectural Control Committee.

(b) Each lot shall have at least (a) 2 trees of 2 inches caliper minimum or (b) 1 tree of 3 inches caliper minimum as part of the initial front yard landscaping.

(c) The front yard of each residence dwelling shall be landscaped with lawn and contain an automatic sprinkler system as part of the original construction. Original owners shall install other front yard landscaping within 2 months of purchase (weather permitting) consistent in number, species and size with a front yard landscape plan to be provided to original owners at time of purchase.

(d) Within 1 year of original purchase, an owner shall landscape all portions of side and rear yards of a lot not previously landscaped by Declarant or the owner pursuant to (c), above, with sod and a sprinkler system and with a minimum of 3 1.5 inch caliper trees in the rear yard.

(e) All lawn areas of lots shall be mowed and trimmed at least weekly when seasonably feasible.

(f) No soil, landscaping materials or debris shall be temporarily stored on Slate Canyon Drive in violation of Provo City ordinances.

(g) Owners shall be responsible for the observance of all provisions of this Section 2.05 and may not absolve themselves from such responsibility through non-occupancy, rental or lease to another.

2.06 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as noted on the recorded subdivision plat of the property. 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, 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, if any, for which a public authority or utility company is responsible.

2.07 **Signs.** No sign 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 realtor to advertise the property during the construction and sales period. This provision shall not impair Declarant's right to utilize larger signage for permanent entrance statements or for advertisement during construction, development and marketing of the subdivision.

2.08 **Livestock, Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other domesticated household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that all pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary. No pets may be kept in unreasonable numbers.

2.09 **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.

2.10 **Temporary Structures.** No structure of a temporary nature nor any trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

2.11 **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be stored out of sight from the street (Slate Canyon Drive) except on pick-up days. During construction, excess building material and debris shall not be permitted to accumulate.

2.12 **Parking: Trucks, Boats, Campers, Etc.** No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes, or other similar vehicles shall be parked or stored on a public street or right-of-way for more than 24 consecutive hours. None of the above may be kept or stored on any lot unless stored in a garage or unless parking stalls or other cover approved by the Architectural Control Committee is provided. No such parking or storage facilities may be located nearer than twenty (20) feet to the front lot line and must conform to all building ordinances of Provo City and the other provisions of this Declaration. All available street parking in front of a residence shall remain available for guest parking.

2.13 **Garages.** Garages shall be used for parking only pursuant to Section 2.12, above, and not for general storage.

2.14 **Maintenance of Lots.** All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such manner as to not detract from the subdivision as a whole. Sidewalk, curbs and gutters must be kept clean,

unobstructed and in good repair. Lots shall be landscaped as provided in Section 2.05, above, by the first owners and shall be well maintained by the owners at all times.

2.15 Window Coverings. All window coverings visible from the street shall have a white or off-white backing when closed as seen from the street. Sheets, clothing or colored material shall not be used to cover windows.

2.16 Roof Drainage. Each residence shall have roof drainage out to Slate Canyon Drive, except that where roof lines run parallel to Slate Canyon Drive, french drains may be used.

2.17 Occupancy. Occupancy of residences shall comply with the zoning ordinances of Provo City, provided that in no event shall a residence be double occupied or have separate combinations of owners and/or renters living in the basement and main living levels of such residence as two separate groups or families.

2.18 Architectural Control. No buildings or fences shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure on the lot have been approved by the Architectural Control 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 set-back line unless similarly approved and permitted by the ordinances of Provo City. No residence dwelling shall contain less square footage than the minimums set forth in this Declaration unless, by reason of lot size, set-back lines, etc., the Architectural Control Committee shall approve a lesser amount.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 Membership. The Architectural Control Committee is composed of a designated agent of Declarant and two other individuals of Declarant's choosing who may or may not be lot owners. A majority of the Committee may designate a representative to act for it. In case 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 Declaration. From and after December 31, 1998, the then record owners, including Declarant, of a majority of the lots within the subdivision shall have the power, through a written instrument signed by said majority owners, to change the membership of the Committee or any of its powers and duties.

3.02 Procedure. All plans and specifications submitted to the Committee must be submitted in duplicate and accompanied by a written request for approval. The Committee's

approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval or disapproval and the date thereof affixed to one copy of such plans and specifications. In the event the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, or in any event if no suit to enjoin the construction has been commenced before completion thereof, approval will not be required and the related covenants herein shall be deemed to have been fully complied with.

ARTICLE IV

GENERAL PROVISIONS

4.01 **Term.** The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date of recordation of this Declaration, after which time the covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing signed by a majority of the then owners of the lots within the subdivision has been recorded, agreeing to change the covenants in whole or in part.

4.02 **Amendment.** Except as otherwise provided in Section 5.01, above, this Declaration can be amended at any time by a recorded writing executed by at least two-thirds of the then record owners of the lots within the subdivision.

4.03 **Lot Ownership.** All owners of a single lot shall be considered as one owner for purposes of determining percentages of total lot ownership within the subdivision as to matters requiring lot owners' votes or consents.

4.04 **Enforcement.** Enforcement shall be by proceedings at law or in equity, brought by Declarant or any aggrieved lot owner, either to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the provisions contained within this Declaration.

4.05 **Severability.** Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

SUNRIDGE ENTERPRISES, L.L.C.

By: 

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 15th day of August, 1997, personally appeared before me Stephen G. Stewart, who being by me duly sworn did say that he is the Managing Member of **SUNRIDGE ENTERPRISES, L.L.C.**; that he signed the within and foregoing instrument on behalf of said company pursuant to authority; and that said company executed the same.

Holly B. Pagoaga

NOTARY PUBLIC

