

No. 311701  
 RECORDED AT THE REQUEST OF Western States T & L Co.  
 DATE FEB 19 1975 TIME 9:15 a.m.  
 BOOK 138 OF RECORDS PAGE 237 FEE 7.00  
 DONNA S. MCKENDRICK TOOELE COUNTY RECORDER  
 Tooele County Recorder  
 DONNA S. MCKENDRICK

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,  
 RESTRICTIONS AND CONDITIONS

THIS DECLARATION, executed this 3<sup>rd</sup> day of December, 1975, by SUMMIT MANAGEMENT CORPORATION, a Utah corporation.

RECITALS:

A. The undersigned corporation is the owner of all interests in the following described real property ("Property") situated in Tooele County, State of Utah:

All of EASTRIDGE SUBDIVISION, according to the official plat thereof recorded in the office of the Recorder of Tooele County, State of Utah.

B. The undersigned desires to subject said Property to the following covenants, agreements, restrictions and conditions.

NOW, THEREFORE, the undersigned hereby declares that said Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions, covenants, and conditions set forth herein, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purpose of enhancing and protecting the value and desirability of said Property, and by becoming vested with title to or any interest in any lot, part, or portion of said Property the person who becomes so vested shall be deemed to have covenanted and agreed with the undersigned and with all other owners of any interest in said Property to accept, hold, use and convey that portion of the Property concerned subject to said limitations, restrictions, covenants and conditions.

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE. No lot included in said Subdivision 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 a private garage or carport of not more than three (3) cars.

2. ARCHITECTURAL CONTROL. No building or improvement shall be erected, placed or latered 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 Article II, Paragraph 2.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 exclusive of 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 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 900 square feet.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street line.

(b) No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located twenty-five (25) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line.

(c) For purposes 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 seventy (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 7,450 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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 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 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.

8. 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.

9. SIGNS. No signs shall be exposed 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 a builder to advertise the property during the construction and sales period.

10. 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 excavation 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.

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.

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.

13. SLOPE CONTROL AREAS. 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.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in 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 ten (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.

15. MAILBOXES. Mailboxes shall be installed and maintained for each Lot upon which a residence is constructed, each of which mailboxes shall be installed at such location and in accordance with such design as may be designated and approved by the Architectural Control Committee.

## ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of:

Walter R. Wellman            487 West Choke Cherry Circle  
Orem, Utah 84057

Bryan Bergener            1805 Beneficial Life Tower  
36 South State Street  
Salt Lake City, Utah 84111

Ray G. Martineau            1800 Beneficial Life Tower  
36 South State Street  
Salt Lake City, Utah 84111

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.

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 thirty (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.

## ARTICLE III - DURATION, ENFORCEMENT, AMENDMENT

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 (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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 covenant 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 wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED the day and year first above written.

SUMMIT MANAGEMENT CORPORATION,  
a Utah corporation

ATTEST:

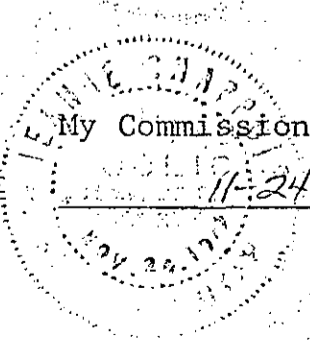
[Signature]  
By Walter R. Wellman, President

[Signature]  
Ray G. Martineau, Secretary

[Signature]  
WALTER R. WELLMAN  
[Signature]  
BRYAN BERGENER  
[Signature]  
RAY G. MARTINEAU

STATE OF UTAH )  
County of Salt Lake ) : ss.

On this 3<sup>RD</sup> day of December, 1975, personally appeared before me WALTER R. WELLMAN and RAY G. MARTINEAU, who being by me duly sworn, did say, each for himself, that he, the said WALTER R. WELLMAN is the President, and that he, the said RAY G. MARTINEAU is the Secretary of SUMMIT MANAGEMENT CORPORATION, a Utah Corporation; that the foregoing Declaration of Protective Covenants, Agreements, Restrictions and Conditions was signed on behalf of said corporation by authority of its By-Laws or a resolution of its Board of Directors, and said WALTER R. WELLMAN and RAY G. MARTINEAU duly acknowledged to me that said corporation executed the same.



My Commission Expires: 11-24-77

Jeanne Chappuis  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 3<sup>RD</sup> day of December, 1975, personally appeared before me WALTER R. WELLMAN, who duly acknowledged to me that he executed the above instrument.

My Commission Expires:

11-24-77

Jeanne Chappuis  
NOTARY PUBLIC

Residing at Salt Lake City, Utah

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 3<sup>RD</sup> day of December, 1975, personally appeared before me BRYAN BERGENER, who duly acknowledged to me that he executed the above instrument.

My Commission Expires:

11-24-77

Jeanne Chappuis  
NOTARY PUBLIC

Residing at Salt Lake City, Utah

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 3<sup>RD</sup> day of December, 1975, personally appeared before me RAY G. MARTINEAU, who duly acknowledged to me that he executed the above instrument.

My Commission Expires:

11-24-77

Jeanne Chappuis  
NOTARY PUBLIC

Residing at Salt Lake City, Utah