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Declaration Of Building And Use Restrictions

16.00
Don Sigard
REG OFF
JUL 9 4 18 PM '84
LOWELL HURST

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY, S.C. 42484
UTAH
3318 Oakleaf Dr.
S.C. 42484

Part A. Preamble

Know All Men By These Presents:

That, Whereas, the undersigned, being the owners of the following described real property located in Salt Lake County, State of Utah, to-wit:

All of JORDAN POINT NO. 4, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

PART B. RESIDENTIAL AREA COVENANT

- 1. Land Use and Building Type. No lot shall be used except for construction of a single-family residence. All construction to be of new materials except that used brick may be used with the prior written consent 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 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 plan shall be approved providing for a carport, or flat roof type of construction. All residences shall provide for a minimum of 30 percent masonry type construction as to exterior vertical walls.
- 3. Quality and Size. All construction shall be of quality workmanship. The main floor area exclusive of open porches and garages shall be at least 1200 square feet. Each residence shall provide for a double attached garage, except where grading requirements from terrain would dictate the advisability of a garage underneath the main residence in which event the square foot requirement shall be increased to at least 1400 square feet on the main floor.
- 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.
 - (b) No dwelling shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the minimum front building setback line. No dwelling shall be located on any interior lot

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nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within seven feet of the rear lot line, so long as such buildings do not encroach upon any easements.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as 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. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 65 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 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.

6. 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 any 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 purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front of side lots unless they are in running condition, properly licensed and are being used regularly.

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

8. 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 a builder to advertise the property during the construction and sales period,

9. Livestock and Poultry. No animals, livestock, or poultry or 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.

10. 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. 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.

II. 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.

I2. Maintenance of fence. (Owners whose lots are located along the perimeter of the tract described herein shall be responsible for maintaining the fencing according to its original state or replacing such with a wall or fence for the purpose of preserving or improving the security of the area. Alternative or replacement fencing shall meet the prior written approval of the Board of Trustees.

PART C. ARCHITECTURAL CONTROL COMMITTEE

I. 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, not its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. 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 DONALD SIGGARD and GLENNA F. SIGGARD.

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 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 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 person 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 now wise effect any of the other provisions which shall remain in full force and effect.

Donald Siggard
Donald Siggard

Glenna F. Siggard
Glenna F. Siggard

State of Utah }
County of Salt Lake } ss.

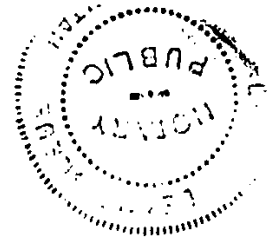
On the *9th* day of July, 1984, personally appeared before me DONALD SIGGARD and GLENNA F. SIGGARD, his wife, the signers of these instruments, who duly acknowledged to me that they executed the same.

Laurel Deane Glue
Notary Public

My Commission Expires: *Sept. 30, 1987*

Residing in: *Salt Lake City, Utah*

STATE of UTAH }
COUNTY OF SALT LAKE }



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