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DECLARATION OF PROTECTIVE COVENANTS FOR THE DOWNS SUBDIVISION

Steven Bradshaw
Permit K0101803

Steven Bradshaw

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Nov 13 12 07 PM '91
KATHLEEN BRADSON
REGISTERED
SALT LAKE COUNTY,
UTAH

10190 Kierberg Point Dr
Sandberg 84012

Recorded on _____, 1985
Book _____, Page _____ as Entry Number _____
Records of Salt Lake County, Utah

KNOW ALL MEN BY THESE PRESENTS:

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

All of lots 1 thru 46 of THE DOWNS SUBDIVISION

In consideration of the premises and as part of the general plan for improvement of the property comprising The Downs Subdivision, we do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned 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 detached single family dwellings not to exceed two stories in height and a private garage for not more than four vehicles.

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 upon the lot have been approved by The Downs Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. Two sets of plans must be submitted for this

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purpose, one set will remain in the developers office. All homes will be required to have at least 50% brick or stone veneer. The approval or disapproval of any home must be given by letter from The Downs Architectural Committee. 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 Quality and Size

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages is less than 2,500 square feet for a single story, split level or split entry structures; or less than 1,800 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 2,600 square feet for two story structures. No structure shall be constructed on any lot at a value of less than \$125,000 exclusive of lot based on costs and values prevalent in 1985.

4. Building Location

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

(b) No building shall be located nearer than 10 feet to an interior lot line or nearer than 25 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 any other lot.

5. Construction Time Following Purchase

The grantee or grantees of any building lot within the subdivision shall within 24 months from the purchase date of said lot, commence construction or landscaping upon the first 30 foot frontage of the purchased lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 12 months from the date construction is commenced.

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6. Easement

For installation of and maintenance of utilities and drainage facilities, areas 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 may change the direction or flow or drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots 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. Street Lighting

The owner of each lot throughout the subdivision is required to install at the time of construction an electric street light upon their respective lots, situated within 20 feet of the front curb of the boundary of their property and shall maintain said street light or lamp at all times in a proper operative condition.

8. 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 line or storage of any articles which are unsightly in the opinion of The Downs Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such purpose. Automobiles, trailers, boats, or other vehicles are not to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

9. Temporary Structures

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

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10. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and 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 material or objects are to be stored on any lot in view of the general public.

11. Animals and Pets

Dogs, cats, or other household pets, horses or other livestock may be kept as permissible within current zoning regulations provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control.

If in the opinion of The Downs Architectural Control Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

12. Landscaping

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owners expense upon request of The Downs Architectural Control Committee.

13. Subdivision of Lots

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

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PART B
THE DOWNS ARCHITECTURAL CONTROL COMMITTEE

1. Membership

The Downs Architectural Control Committee is comprised of Larry Bradshaw, Steven L. Bradshaw, and Cal Bradshaw. 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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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 the event there is no suit to enjoin the construction which 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. Terms

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement

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

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3. Severability

Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

October 22, 1985
Date

HERITAGE PROPERTY COMPANY

BY Steve L. Boudreau
The President.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 22 day of October, 1985, personally appeared before me Steve Boudreau who is the Vice Pres of Heritage Property Company, Inc., who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Heritage Property Company, Inc., by authority of a resolution of its board of directors.

Stephen C. Abbott
NOTARY PUBLIC
Residing at:

My Commission Expires:

Nov - 8, 1988

