

2493650

OCT 20 1972 at 3:40 P.M.
Recorded of SECURITY TITLE COMPANY
Fee Paid, JERADEAN L. ...
Recorder, Salt Lake County, Utah
\$ 4.00 By [Signature] Deputy

INDEX NUMBER
147277

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

THAT WHEREAS, the undersigned, being the owners of the following described real property located in

Lots 1 through 31, inclusive, REINDEER HILLS SUBDIVISION, according to the plat thereof, recorded in the office of the County Recorder of Salt Lake County, State of Utah.

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions, and stipulations:

PART B. RESIDENTIAL AREA COVENANTS:

B-1 LAND 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 one detached single family dwelling not to exceed two stories in height plus a basement, and a private garage for not less than two cars.

B-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 (refer to part C) 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.

B-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 including lot, based upon the 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 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 not be less than 1000 square feet for a one story dwelling, nor less than 800 square feet ground floor or main floor area for a dwelling of more than one story.

B-4 BUILDING LOCATION. 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, or nearer than 8 feet to any interior lot line. The minimum distance from the main building to the rear lot line shall be 20 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other permitted accessory building may be located next to a side lot line as long as it is 40 feet from the minimum building setback line and is on an interior lot.

B-5 LOT AREA AND WIDTH. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line or an area of less than 10,000 square feet.

B-6 EASEMENTS. Easements for installation and maintenance of utilities are reserved over the rear five feet of each lot or as shown on the recorded plat. 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 no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities. No excavating, filling, grading, construction of embankment or other physical alterations shall be made with respect to any of said lots 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.

B-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 any annoyance or nuisance to the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored on streets or in front yards. No such vehicles are to be stored on side lots unless they are in running condition, properly licensed and are being regularly used.

B-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.

B-9 SIGNS. No signs 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 5 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.

B-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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-11 LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

B-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 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.

PART C. ARCHITECTURAL CONTROL COMMITTEE:

C-1 MEMBERSHIP. The architectural Control Committee is composed of LANDRUM T. KITCHEN and LOIS MAE KITCHEN, their address on the date these covenants are recorded is 3416 East 7000 South, Salt Lake City, Utah. The committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining member of the committee 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. The powers and duties of such committee shall cease when all lots in said

subdivision have been sold and dwellings erected thereon, or after January 1, 1983. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in said subdivision and duly recorded appointing a representative, or representatives, who shall hereafter exercise the same powers previously exercised by said committee.

C-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 constructions 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:

D-1 TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of lots has been recorded changing said covenants in whole or in part.

D-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 damage.

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

Landrum T. Kitchen
Landrum T. Kitchen

Lois Mae Kitchen
Lois Mae Kitchen

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 20th day of October, A.D. 1972, personally appeared before me LANDRUM T. KITCHEN and LOIS MAE KITCHEN, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the

same.

Gordon H. Dick
Notary Public

Commission Expires: 7-6-76 Residing in Salt Lake City, Utah

