

4213 So 1300 W
SLC 84107

DECLARATION OF BUILDING AND USE RESTRICTIONS
SUMMERWOOD NO. 4

3347461

4250

REC'D OF
Katie L. Dixon
SALT LAKE COUNTY, UTAH

OCT 9 3 25 AM '79

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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, Utah.

All of Lots 1 to 72 inclusive, Summerwood No. 4 Subdivision, according to the official plat thereof, as recorded in Book 79-7 of Plats at Page 241, records 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

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 and a private garage for not more than three vehicles. All construction to be of new material.
2. Dwelling Quality and Size. Exclusive one-story open porches and garages, footages shall be not less than 1000 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story. All homes shall have double garages or bigger.
3. 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 the minimum building setback lines shown on the recorded plat. All building shall conform to county setback requirements.
 - (b) A one-foot minimum side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. All building shall conform to county back yard requirements.
 - (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 building on a lot to encroach upon another lot.
4. Lot area and width. No dwelling shall be erected or placed on any lot having a width of less than 68 feet at the minimum building setback line more shall any dwelling be erected or placed on any lot having an area of less than 8,000 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.
5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot. The location of the easement may vary according to lot depth but shall be described on the title report. 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.
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 an annoyance or nuisance to the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

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7. 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.
8. Signs. No sign of any kind shall be displaced 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, 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 and are restricted to the owner's premises or on leash under hardler'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.
11. Sight Distance at Intersection. No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between 2 and 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 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 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.
12. 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 excavations or shafts be permitted upon or in any lot. No derrick odr other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
13. Slope and Drainage Contraol. No structure, planting, or other materials 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.

PART C. 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 time they are recorded and will automatically be renewed every 10 years until 85% of the property owners vote otherwise.
2. Acceptance of Restrictions. All purchasers of property described above shall by acceptancy of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.
3. Invalidity. It is expressly agreed that in any event and covenant or condition or restrcition herein beforecontained, or any portion hereof, is held valid or void, such invalidity or voidness shall in no way effect any valid covenant, condition, or restriction.

Dated this 5th day of October, 1979

Dandy Development, Inc. a Utah Corporation

BY: Henry C. Duehlmeir
Henry C. Duehlmeir, President

Mark L. Rindlesbach
Mark L. Rindlesbach

Ken W. Rindlesbach
Ken W. Rindlesbach

Lundell Homes, Inc.

BY: Kent D. Ekstrom
Kent D. Ekstrom, President

Lynn A. Thompson
Lynn A. Thompson

F. Kay Edwards
F. Kay Edwards

Joan Edwards
Joan Edwards

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

On the 5th day of October, 1979, personally appeared before me Henry C. Duehlmeier, who being by me duly sworn (or affirmed) did say that he is the President of Dandy Development, Inc., a Utah Corporation, and that the said instrument was signed in behalf of said corporation, but authority of its by laws or a resolution of its board of directors as the case may be, and said Henry C. Duehlmeier acknowledged to me that said corporation executed the same.

Loise A. Smith
Notary Public

My Commission Expires: 2-5-83
Residing at: S.L.C., Utah

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

On the 5th day of October 1979, personally appeared before me Mark L. Rindlesbach and Ken W. Rindlesbach, the signers of the above instrument; who duly acknowledged to me that they executed the same.

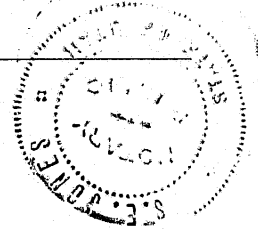
Loise A. Smith
Notary Public

My Commission Expires: 2-5-79
Residing at: S.L.C., Utah

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

On the 5th day of October, 1979, personally appeared before me Kent D. Ekstrom, who being by me duly sworn (or affirmed) did say that he is the President of Lundell Homes, Inc., and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said Kent D. Ekstrom acknowledged to me that said corporation executed the same.

Kent D. Ekstrom
Notary Public

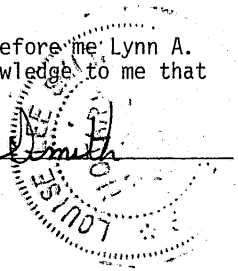


My Commission Expires: 8/15/83
Residing at: 5288 PINEMONT Dr S.L.C. Utah 84107

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

On the 5th day of October 1979, personally appeared before me Lynn A. Thompson, the signer of the above instrument, who duly acknowledged to me that he executed the same

Lynn A. Thompson
Notary Public

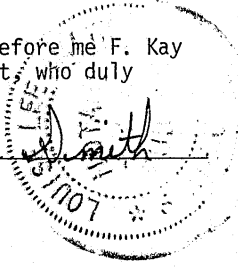


My Commission Expires: 2-5-79
Residing at: S.L.C., Utah

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

On the 5th day of October 1979, personally appeared before me F. Kay Edwards and Joan Edwards, the signers of the above instrument, who duly acknowledge to me that they executed the same.

F. Kay Edwards and Joan Edwards
Notary Public



My Commission Expires: 2-5-79
Residing at: S.L.C., Utah