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\$ 35.00

RECORDED
SALT LAKE COUNTY

FEB 6 4 06 PM '90

KATHLEEN J. JOHNSON
RECORDER
SALT LAKE COUNTY
UTAH

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

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

All of MOUNT OLYMPUS SPLENDOR SUBDIVISION, according to the plat thereof as recorded in the office of the County Recorder of said County, described as follows:

Beginning at a point on the East side of Maywood Hills Sub. #2, which point is North 89°55'42" West 912.55 feet (North 89°55'53" West 914.17 A.R.P.) from the Northeast corner of Section 2, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 325.64 feet along the East side of said subdivision; thence West 507.0 feet along the North side of said subdivision; thence North 704.28 feet along the East side of Country Heights, Hawker Heights #2, and Hawker Heights Subdivisions; thence West 124.92 feet to the East line of 3250 East Street; thence North 60.0 feet; thence East 124.92 feet; thence North 134.0 feet; thence East 103.14 feet; thence North 8.72 feet; thence East 120.46 feet; thence North 0°18' East 100.65 feet to the South side of Maple Hills Subdivision; thence East 35.0 feet; thence North 0°18' East 137.56 feet to a point on a 70.0 foot radius curve whose center bears North 68°30' 43" East; thence Southeasterly 57.77 feet along said curve through a central angle of 47°17'14"; thence South 0°18' West 97.95 feet along the East line of Lot 5, Maple Hills Subdivision; thence East 516.0 feet to the West line of Interstate 215; thence South 8°35' East 201.0 feet; thence South 1°28' East 733.0 feet; thence South 9°52' West 698.726 feet; thence North 41°05' West 380.263 feet along the East side of Maywood Hills Subdivision; thence South 89°55'42" East 12.73 feet to the point of beginning. INCLUDING the U.S. of A. Aqueduct R/W described as Beginning on the South side of Maple Hills Subdivision 104.5 feet East of the Southwest corner; thence East 150.0 feet along said South line; thence South 0°18' West 244.39 feet to a point of tangency of a 325.0 foot radius curve to the left; thence Southeasterly along said curve 210.63 feet through a central angle of 37°08'; thence South 36°50' East 530.0 feet to the point of tangency of a 325.0 foot radius curve to the left; thence Southeasterly 139.03 feet through a central angle of 24°30'37" to the Westerly right of way line of Interstate 215; thence South 9°52' West 155.64 feet to a point on a 475.0 foot radius curve to the right, whose center bears North 22°35'53" East; thence Northwesterly 253.42 feet; thence North 36°50' West 530.0 feet to the point of tangency of a 475.0 foot radius curve to the right; thence Northwesterly 307.85 feet along said curve; thence North 0°18' East 243.60 feet to the point of beginning.

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 private garage and/or carports for not more than four vehicles. All construction to be of new materials, except that used brick may be used with prior written approval 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 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 C.

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3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$60,000.00 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 main floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1500 square feet, except 1100 square feet on two story home.

4. Building Location.

(a) No building shall be located on any lot nearer than 25 feet to the front street line, or nearer than 20 feet to any side street line.

(b) No dwelling shall be located nearer than 8 feet to an interior lot line, and the other interior lot line must be a minimum of 8 feet, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 6 feet behind the main building.

(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 any building on a lot to encroach upon another lot.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 or flow of water through drainage channels in the easement. 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. That property contained within the perimeter of Mt. Olympus Splendor Subdivision which is subject to the prior rights of the United States and The Metropolitan Water District in and to the perpetual easement to construct, reconstruct, operate and maintain the aqueduct, ditches and canals and appurtenant structures, above and below ground surface, within those portions of the Aqueduct perpetual easement as shown on Exhibits "A" and "B" of the Contract and Grant of Easement and Agreement across United States Lands Salt Lake Aqueduct, Provo River Project, Utah, by and between United States, Metropolitan Water District of Salt Lake City, and Egan and Associates Construction Company, Inc.

Any increase in the cost to reconstruct, operate, maintain and repair the Aqueduct and appurtenant structures which might result from the construction of the proposed subdivision, homes, and other physical structures, and utility improvements shall be borne by the owners of said property or their successors in interest. Any costs to the Metropolitan Water District or the United States which result from the construction of the Subdivision or utility improvements shall be borne by the owners of said property its successors in interest in the land, and such costs shall constitute a lien on said land until paid.

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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purpose. 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 regularly used.

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. No Mobile Homes are permitted.

9. All deeds and instruments for Lots 2, 3, 6, 7, 8, 9, 10, 23, 24, 32, 33, 34, 36, 37, 38, 39, 40, 41, and 56 shall recognize the prior rights of the UNITED STATES and the DISTRICT as set forth and shall prohibit the erection of homes or permanent structures and the planting of trees within 30 feet of centerline of the Aqueduct and require that plans for landscaping and other development be submitted to the UNITED STATES and the DISTRICT for review and approval.

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10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, 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.

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, rabbits 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. Upon complaint a nuisance barking dog will be required to have its barker removed.

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 of 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, woods 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.

13. 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 ft. 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 sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. 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 or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. Landscaping. Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the property owner's expense and in compliance of Agreement, dated December 17, 1979, between the United States Department of the Interior Bureau of Reclamation Salt Lake Aqueduct Provo River Project and the Mount Olympus Splendor Subdivision Development.

16. Slope and Drainage Control. 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 or 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.

17. Special Lot Provisions. Lot 4 is excluded from the provisions to the extent that the house placed on this lot is the house to be moved by the developer from Lot 36, Hawker Heights Subdivision, all other provisions are applicable.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

1. 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, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At 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 Willard W. Armstrong, Frank O. Pinnco, John Schwantes, and Norman Egan.

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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 twenty years. Said covenants can be modified or changed when an instrument signed by a 2/3 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

MOUNT OLYMPUS SPLENDOR SUBDIVISION

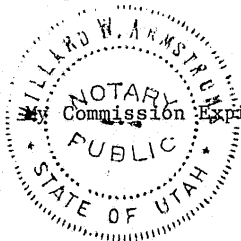
BY: Charles N. Egan
Egan & Associates Construction Co. Inc.

STATE OF UTAH)
 :
County of Salt Lake)

On the 5th day of February, 1980, personally appeared before me CHARLES N. EGAN who being by me duly sworn or affirmed, did say that he CHARLES N. EGAN is the president of EGAN & ASSOCIATES CONSTRUCTION COMPANY, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said CHARLES N. EGAN duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

William M. Armstrong
Notary Public

Residing In: Sandy, Utah



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