

3741

PROTECTIVE COVENANTS  
CRESTWOOD ESTATES

REC'D HUD-FHA SLC  
By:  
SEP 9 1971  
CODE CASH SCH.

PART A

1. Executed by Silvercrest, Incorporated, a Utah Corporation, this 1st day of May, 1971, and recorded January 15th, 1974, in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Official Records.

2. Subdivision Name: CRESTWOOD ESTATES, Tract Number 1  
Street Address: 8800 North 3560 West, Utah County, Utah  
Sponsored by Silvercrest, Inc., a Utah Corporation  
Address:

3. These covenants are to insure the harmonious development, and for the protection of the future values of, all properties within the boundaries of Crestwood Estates Subdivision, a subdivision of Utah County, running South and East of the Northwest Corner of Section 17, Township 5 South, Range 2 East, Salt Lake Base and Meridian, according to the Official Plat thereof as recorded in the Office of the County Recorder of Utah County.

PART B AREA OF APPLICATION

The residential area covenants in Part C in their entirety shall apply to Lots 1 through 21 of Crestwood Estates Subdivision.

PART C RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE  
No lot shall be used except for residential purposes, and agricultural activities as provided in Part C-11. No building shall be erected, altered, placed, or permitted to remain on any lot other than: one single family dwelling not to exceed two stories in height; a private garage or carport for not more than three cars; a one story building for the housing of animals or agricultural necessities, constructed not less than 100 feet from any street and residence and not to exceed 500 square feet nor 14 feet in height.

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 elevations. 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 D.

3. DWELLING COST, QUALITY AND SIZE  
No dwelling shall be permitted on any lot at a cost of less than \$18,000 based upon cost levels prevailing on the date these covenants are recorded, it being the purpose and intention of the covenant 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.

<b>FINAL CONSTRUCTION EXHIBIT</b>	
Accepted by _____	on <u>9-9-71</u>
(by)	(date)
C.H.	
(by)	(Title)

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PART C. (continued)

exclusive of one-story open porches and garages, shall be not less than 1200 square feet.

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 the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty feet to the front lot line, or nearer than thirty feet to any side street line.

(b) No building shall be located nearer than ten feet to an interior lot line; no dwelling shall be located on any interior lot nearer than ten feet to the rear lot line.

(c) For the purposes 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 another lot.

5. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

6. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. 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.

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.

8. TEMPORARY STRUCTURES

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

9. 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 foot square, a temporary sign of not more than two square feet advertising agricultural products for sale which have been produced on the particular lot, 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.

PART C (continued)

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, 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.

11. AGRICULTURAL ACTIVITIES

Agricultural activities in conformance with the Utah County Zoning Ordinances will be permitted provided no such activity is allowed to become an annoyance or nuisance to the neighborhood, provided such activity is not allowed to produce offensive odors, noise, or insect infestations, and provided such activity is conducted in a clean, sanitary manner. Animals must be housed not less than 100 feet from any dwelling. The Subdivision Control Committee will specify in writing and approve the type and quantity of such activity and shall have the obligation to rectify abuses of this covenant by implementing any necessary covenant change of this paragraph agreed by two-thirds of the property owners within the boundaries of Crestwood Estates.  
(Special Note: See Item E-1)

12. IRRIGATION CONTROL

Irrigation of the septic tank and drain fields areas on any lot is not permitted and the purchaser agrees that no irrigation will be conducted over septic tank drain fields.

13. SEPTIC TANK LOCATION

All septic tanks and drain fields will be located in the front yard areas of each lot and purchasers agree that septic tanks will not be located in any other place except the front yard areas of each lot.

14. 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.

15. WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the County Health Department. Approval of such system as installed shall be obtained from such authority.

16. SEWAGE DISPOSAL

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the County Health Department. Approval of such system as installed shall be obtained from such authority.

PART C (continued)

17. OFF-STREET PARKING

Recreation vehicles such as boats, trucks and campers, trailers, and horse trailers, as well as commercial trucks and vehicles used in the course of business which are commonly parked and maintained at residence shall be stored and parked in off-street parking accommodations in the rear of the thirty foot building set-back line.

18. PROTECTIVE SCREENING

Protective screening areas are established as shown on the recorded plat, including a five-foot strip of land on the residential lots along the property lines of Lots 1, 3 and 21. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting fences or walls shall be maintained at and throughout the entire length of such areas by the owner or owners of the lots at their own expenses to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

19. SLOPE CONTROL AREAS

Slope control areas are reserved along all water courses within the Subdivision. All lots within the Subdivision are affected by this covenant as shown on the recorded Subdivision plat. Within these slope control areas 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 a sliding problem, or which may change the direction of the 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.

20. SIGHT DISTANCE AT INTERSECTIONS

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 the 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.

PART D ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP

The Architectural Control Committee is composed of

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 its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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 to restore to it any of its powers and duties.

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 thirty 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 E 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.

The particular provision in Item C-11 which provides for special correction of abuses arising from agriculturally related pursuits through agreement of two-thirds of the property owners of Crestwood Estates shall apply to that particular provision only, and in no way will it be construed to alter or influence any other provision in Item C-11, nor shall it be implied to alter or influence any other part or article of these covenants.

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 judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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CRESTWOOD ESTATES  
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PART F ATTEST

1. I certify that the foregoing Protective Covenants were adopted by the Board of Directors of Silvercrest, Inc., at a duly called and held meeting on the 15th day of May



Lida C. Jensen  
Secretary

2. KNOW ALL MEN BY THESE PRESENTS that we, all of the undersigned owners and concerned parties having an interest in any or all lots within the boundaries of Crestwood Estates Sub-division, have approved the foregoing Protective Covenants and have agreed to cause the same to be made effective and to be placed on record at the Office of the County Recorder of Utah County.

IN WITNESS HEREOF, we have hereunto set our hands this

15th day of January, A.D. 1974.

Silvercrest, Inc. \_\_\_\_\_

C. R. Jensen Pres. \_\_\_\_\_

Lida C. Jensen, Sec. \_\_\_\_\_



STATE OF UTAH )  
                  : ss.  
COUNTY OF UTAH )

On the 15th day of January, 1971, personally appeared before me C. R. Jensen and Lida C. Jensen, President & Secretary, respectively the signers of the foregoing document who duly ack-

nowledge to me that they did execute the same, for and in behalf of Silvercrest, Inc., and that said corporation executed the same and that the seal is the seal of said Corporation

NOTARY PUBLIC Drew D. Harner  
Residing in Piute, Utah

Commission Expires: Feb. 27, 1974



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RECORDED AT THE REQUEST OF  
SECURITY TITLE & ABS. CO.

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SINVA E. F. E. C.  
DEPUTY RECORDER  
FR. S. T. IND. 700

SECURITY TITLE & ABS. CO.