

3926608

DECLARATION OF PROTECTIVE COVENANTS
FOR
BANNER HILL ESTATES

2750

MEMBER OF THE COMPANY
Katie L. Dixon
Salt Lake County, Utah

APR 10 12 35 PM '84

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

Recorded on the _____ day of _____, 1984.
Book _____, Page _____, As Entry No. _____
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 situate in Salt Lake County, State of Utah, to-wit:

Commonly known as BANNER HILL ESTATES SUBDIVISION

In consideration of the premises and as part of the general plan for improvement of the property comprising of Banner Hill Estates 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 with a private garage for not less than two vehicles and for not more than three vehicles.

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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 Banner Hill Estates Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with 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 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 one story open porches and garages, shall be less than 1,400 square feet for single story homes. For two story homes the combined footage for both floors shall not be less than 1,800 square feet. For the purposes of these covenants, bi-level or split-level homes shall be considered as single story homes.

Notwithstanding any provision hereinabove to the contrary, the Architectural Control Committee shall have the right, at its sole option to approve ten (10) homes for construction in Banner Hill Estates where the ground floor area of the home is from 1,300 to 1,400 square feet.

marketing of the Banner Hill Estates lots.

4. Building location.

(a) The building location must conform to the requirements of Sandy City.

(b) For the purpose of this covenant, eaves, steps, and 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 18 months from the purchase date of said lot, commence construction or landscaping upon the first 50 foot frontage of 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 18 months from the date construction is commenced. In the event a residence is not constructed in accordance with the above terms and time allotted and is not completed within the term specified, the grantor, their heirs, devisees or assigns shall have the exclusive option to buy said property for the sum initially paid by the grantee in purchase of the property.

6. Easements.

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 of 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. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage or any articles which are unsightly in the opinion of the Banner Hill Estates Architectural Committee will be permitted unless located in enclosed areas built and designed for such purposes. 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.

8. 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.

9. 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.

10. Animals and Pets.

Dogs, cats or other household pets 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 Banner Hill Estates Architectural Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the permitted or elimination of any such animal or pet considered dangerous or unsafe to be neighborhood.

11. 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 owner's expense upon request of the Banner Hill Estates Architectural Committee.

12. Subdivision of Lots.

The owners of lots 1-31 within the subdivision shall not at any time be permitted to subdivide their lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

13. Miscellaneous Requirements.

(a) Lots 20, 21, 29 and 30 are flag lots as provided under the HILLSIDE OVERLAY ZONE (Sec. 15-21-5 of the Sandy City Development Code) and are subject to the provision of the Sandy City Development Code.

(b) No Structure shall be constructed on any portion of lots 19-30 where the existing slope ratio is 30% or greater, without having first received specific approval from Sandy City, The existing

slope ratio of areas with 30% or greater slope shall be maintained. Any landscaping or movement of earth within areas with 30% or greater slope shall require prior approval from the Sandy City Engineer and shall be in compliance with the Sandy City Hillside standards and Uniform Building Code requirements.

(c) The Footings for any dwelling being constructed on any lot within the subject subdivision shall be placed on original materials and not on fill materials.

PART B

BANNER HILL ESTATES

1. Membership.

The Banner Hill Estates Architectural Committee is comprised of David L. Beardshall, Robert S. Beardshall, and A. Lear Thorpe. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a 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 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 any event, if 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. Term.

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 20 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 or in equity against every 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 of court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

PREFERRED EQUITIES, INC.

By: 

A. Lear Thorpe
President

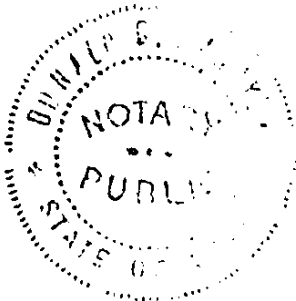
PROPERTY ENTERPRISES, INC.

By: 

Robert S. Beardshall

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

On the 9th day of April, 1984, personally appeared before me, A. Lear Thorpe, who being duly sworn, did say that he is the President of PREFERRED EQUITIES, INC. and Robert S. Beardshall, who being duly sworn, did say that he is the Secretary of Property Enterprises Corporation, and that said instrument was signed in behalf of said corporations by authority of a resolution of the board of directors, and said A. Lear Thorpe and Robert S. Beardshall acknowledged to me that they executed the same.



Donald M. Mungler
Notary Republic

My Commission Expires: 9/21/85

Residing in Salt Lake City, Utah