

RESTRICTIVE COVENANTS FOR ALTA VISTA NO. 2 SUBDIVISION

4120927

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned is the owner of the following described property in Salt Lake County, State of Utah, to wit:

Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, & 29 of Alta Vista No. 2 subdivision lots located in the southeast 1/4 of section 10 & northeast 1/4 of section 15 - Township 3 south, range 1 east, Salt Lake Base & Meridian, according to the official plat thereof recorded in the office of the Salt Lake County Recorder and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declared the property herein described, subject to the following restrictions and covenants:

1. PERSONS BOUND BY THESE RESTRICTIONS: All covenants and restrictions herein stated shall run with the land and all fee owners thereof shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2004, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote a majority of the then owners of said lots it is agreed to change said covenants in whole or in part, provided that at any time after January 1, 2004, the owners of 3/4 of said lots may release any or all of the lots hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying the restriction (s) released and by filing said agreement with the office of the Salt Lake County Recorder. The owners of 100% of said lots may file such an agreement at any time.

2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and appurtenant purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories or thirty-five (35) feet in height, and private garages for not less than two and for not more than four vehicles. No carports shall be permitted.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on a lot having a fair market value of less than \$120,000.00, including the lot, based upon costs and value 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. In addition to the foregoing value requirements, no dwelling shall be permitted unless the following requirements are also met. The ground floor area of the main structure shall be not less than 1500 square feet for a one-story dwelling, and not less than 1150 square feet for a dwelling of more than one story. In the case of split level homes the square footage shall be 1500 square feet minimum when counting the area of two adjacent levels above

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grade. All dwellings shall have basements with square footage of not less than 75% of the square footage of the ground floor for one and two story dwellings and in the case of split level dwellings the minimum basement area shall be not less than 1150 square feet. Exceptions to the above requirements must be approved in writing by the Architectural Control Committee. Measurement of ground floor area shall be exclusive of open porches and garages. All construction shall be of new materials and must be at least 50% brick or stone on the exterior unless otherwise approved by the Architectural Control Committee.

4. **COMPLIANCE WITH ZONING ORDINANCES OF SANDY CITY:** All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of the Sandy City Zoning Ordinances and codes unless otherwise modified by the covenants herein contained.

5. **TEMPORARY STRUCTURES:** No trailers, basement, tent, shack, or other out building shall be used at any time within said subdivision as a temporary or permanent residence. No structure shall be moved onto any of said residential lots unless it meets with the approval of the Architectural Control Committee hereinafter referred to.

6. **LIGHTING:** Each homeowner shall be required to maintain a decorative gas or electric lamp post with name plate and/or address plate which can be seen from the street. The purpose of this requirement is to enhance the value and attractiveness of the subdivision and promote safety.

7. **NUISANCES**

A. 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 short-wave radio antenna may be constructed or attached.

B. Pets. No barn, coop, shed, sty, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision excepting only household pets in accordance with Sandy City regulations.

C. Storage. Storage of any articles is permitted only in enclosed areas designed for storage. No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up truck which may be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages or in the rear of side yard portion of each lot. Parking on the street is prohibited overnight.

D. Signs. No signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding 200 square inches displaying the name and profession of any professional man, and one sign not exceeding 4 square feet advertising the sale of lease of a lot or home. Other signs may be displayed during the construction and lot sales period.

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E. Oil and Mining. There shall be no oil drilling, mining or quarrying operations of any kind permitted upon any lot.

F. Rubbish. No Rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

8. EASEMENTS: Easements are reserved as shown on the recorded subdivision plat.

9. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 12 months. Cracked or damaged sidewalks, curb and gutters caused by building shall be replaced by lot owner, who has sole responsibility for cost of replacement. If lot owner fails to replace cracked or damaged sidewalk and curb and gutters upon 10 days written notice, the owner-developer has the option of making repairs and passing all costs of repair to the lot owner.

10. ARCHITECTURAL CONTROL:

A. Approval Required. No building or structure (including a tennis court or swimming pool) shall be erected, altered, or placed on any lot until the construction plans and specifications and a plan showing the location thereof have been approved by the Architectural Control Committee as to quality of materials, harmony of external design with existing structures, and as to location. No fence or wall shall be erected, altered or placed on any lot nearer to any street than the minimum setback line unless similarly approved.

B. Procedure. The Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 15 days after the plans and specifications have been submitted to it, approval will not be required. However, compliance with all other requirements of these restrictive covenants shall still be required. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or yard work are the sole responsibilities of the owners and designers.

C. Membership. The Architectural Control Committee is composed of Carolyn C. Reaveley, L. D. Reaveley, and R. J. Reaveley. The committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to select a successor. In the event of the inability of any of the members to act, successors may be appointed by the vote of a majority of the lot owners in said subdivision. After 12 building lots have been sold by the original developers, new members of the Architectural Control Committee may be elected by a majority vote of the lot owners and shall serve until they resign or are replaced by majority vote.

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11. ENFORCEMENT: Enforcement, either to restrain violation or recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Enforcement may be by the Architectural Control Committee or by any affected property owner. The Architectural Control Committee is not to be held liable for noncompliance of any provisions by any owner. Attorney's fees and costs of enforcement will be paid by any party breaking this agreement.

12. SEVERABILITY: Invalidation of any one of these covenants by judgement or court shall in no wise effect any of the other provisions which shall remain in full force and effect.

13. VOTING: Any voting as provided in these covenants shall be done in writing, with only one vote being allowed for each lot, regardless of the number of persons owning an interest in the lot.

14. LANDSCAPING AND UTILIZATION OF THE SALT LAKE AQUEDUCT RIGHT-OF-WAY PROPERTY: Each property owner of Lots 23 thru 29 may apply and secure a license agreement to landscape and utilize the east 1/2 of the aqueduct land located west of Lots 23 thru 29 as shown on Recorded Subdivision plot.

A sample License Agreement with the United States Department of the Interior Water and Power Resources Service, Provo River Project, is included and will be a part of this restrictive covenant. The governing regulations and restrictions are set forth in the agreement.

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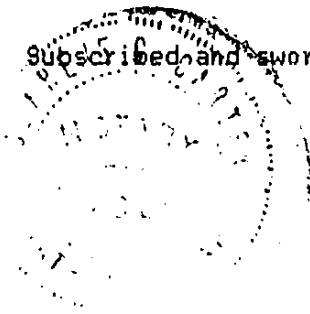
IN WITNESS WHEREOF, We Reaveley Construction Company Inc., the owners of the real property hereinbefore described, have caused these presents and this instrument to be executed this 22 day of JULY, 1985.

Ronald J. Reaveley  
R. J. Reaveley, President

L. D. Reaveley  
L. D. Reaveley, Vice President

Carolyn C. Reaveley  
Carolyn C. Reaveley, Secretary

Subscribed and sworn to before me this 22nd day of July,



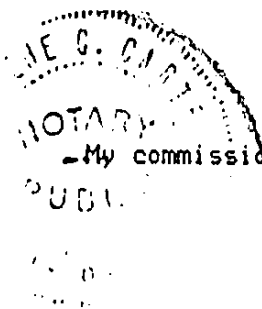
Notary Public, Residing at Salt Lake City, Utah

Clarence G. Carter

My commission expires September 14, 1988

STATE OF UTAH            )  
                                      : SS  
COUNTY OF SALT LAKE)

On the 22 day of July, 1985, personally appeared before me R. J. Reaveley, L. D. Reaveley and Carolyn C. Reaveley, who being by me duly sworn did say, each for himself, that he, the said R. J. Reaveley is the President for the Reaveley Construction Company, Inc. and he the said L. D. Reaveley is the Vice President for the Reaveley Construction Company Inc. and she, the said Carolyn C. Reaveley is the secretary for the Reaveley Construction Company, Inc., and that the within and foregoing instrument was signed in behalf of said Corporation by authority acting as Officer's of the Corporation:



-My commission expires Sept. 14, 1988

Clarence G. Carter  
Notary Public

Residing in Salt Lake City, Utah

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SAMPLE CONTRACT

Contract No. \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
WATER AND POWER RESOURCES SERVICE

PROVO RIVER PROJECT  
LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts  
amendatory thereof or supplementary thereto, between the UNITED STATES OF  
AMERICA, acting by and through the Water and Power Resources Service,  
Department of the Interior, hereinafter called the United States, and  
hereinafter called the Licensee;

WITNESSETH, That;

2. WHEREAS, the Licensee proposes to utilize for landscaping  
purposes lands of the United States for the Salt Lake Aqueduct and appurtenant  
structures, Provo River Project, hereinafter called the Aqueduct, and the  
granting of a license to utilize a portion of the Aqueduct lands in a manner  
and at the location hereinafter described will not be incompatible with  
project purposes;

3. NOW, THEREFORE, in consideration of the mutual agreements  
and covenants herein contained, and for the sum of Twenty-five Dollars  
(\$25.00), the receipt of which is hereby acknowledged, the United States  
hereby grants to the Licensee upon the terms hereinafter provided, a license  
for a period of Ten (10) years from the date hereof to utilize the \_\_\_\_\_ half  
of the Aqueduct lands for landscaping purposes, hereinafter called the Land-  
scaping, from approximate Aqueduct Centerline Station 1643+55 to approximate  
Aqueduct Centerline Station \_\_\_\_\_ in Section \_\_\_\_\_ Township 3 South, Range 1  
East, Salt Lake Meridian, as shown on Exhibit "A" and "B" attached hereto and

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by this reference made a part hereof.

4. The Licensee agrees:

(a) That the Landscaping referred to herein shall be limited to lawns, shrubs, fences (except of concrete or masonry construction), and other structures that are temporary and movable in nature;

(b) That within the Aqueduct lands (1) no buildings or concrete or masonry structures or other structures of a permanent nature will be constructed; (2) no trees will be planted; and (3) removal of earth materials from or placement of earth materials upon the area shall be subject to the approval of the United States and the District, their agents and assigns;

(c) That any work performed under this license agreement shall be satisfactory to the United States and the Metropolitan Water District of Salt Lake hereinafter called the District;

(d) That the license hereby granted shall be held and exercised subject to the right of the United States, and the District, their successors and assigns, to use or cross the land covered by the license for the construction, operation, and maintenance of the Aqueduct and for all other purposes whatsoever in connection with or incidental to the construction, operation, or maintenance of the Provo River Project or other Reclamation projects, without any obligation whatsoever to the Licensee;

(e) That the Landscaping will be placed, utilized, and maintained without cost to the United States, the District, or their assigns, and in such a manner and at such times as to cause no interference with the operation or maintenance of the Aqueduct;

(f) To be liable for any damage to the personnel or property of the United States, the District, or of any third party or parties which may result from the exercise of any of the privileges herein conferred, and that any extraordinary maintenance costs incurred by the United States or the District, which result from the exercise of the privileges conferred by this license shall be borne by the Licensee;

(g) In the event the Landscaping interferes in any way with the operation, maintenance, or replacement of existing facilities of the United States or the District, or additional facilities which may be desired to be constructed by the United States or the District, their successors or assigns, the Licensee agrees to assume all responsibilities and pay all costs incident to the necessary removal, relocation or alteration of his Landscaping to permit unrestricted accomplishment of such replacement or additions;

(h) To hold the United States and the District harmless against all claims of every character arising out of or in connection with the placement, utilization, or maintenance of the Landscaping and agrees to release the United States and the District from all claims for damage to the Landscaping which may hereafter result from the construction, operation, or maintenance of the Aqueduct; however, this shall not be construed to include negligence or wrongful acts of the United States or the District, their agents or assigns;

(i) To abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.



5. The Licensee agrees to notify the United States and the District when the Licensee has no further need for the Landscaping. Thereupon, this agreement will terminate, but in any event, will expire ten Ten (10) years from the date hereof. All rights granted to the Licensee under this agreement may be cancelled, at the option of the United States, upon failure by the Licensee to comply with the terms hereof. Written notice of intended cancellation will be given to the Licensee at least Thirty (30) days before the effective date thereof, during which period the Licensee will have the opportunity to make appropriate corrections which, if made, will stop the cancellation. The Licensee will, at the option of the United States, remove the Landscaping within Thirty (30) days after cancellation, termination, or expiration, failing in which the Licensee thereby transfers its right, title, and interest in the Landscaping to the United States.

6. This license agreement shall not be effective until approved by the District.

7. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; however, it shall not be assigned or otherwise transferred by the Licensee without the written consent of the United States.

8. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By \_\_\_\_\_  
Regional Supervisor of Water and  
Power, Upper Colorado Region, Water  
and Power Resources Service

APPROVED:

By \_\_\_\_\_  
(Licensee)

METROPOLITAN WATER DISTRICT OF  
SALT LAKE CITY

By \_\_\_\_\_  
Title

ATTEST

By \_\_\_\_\_  
Title

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2002

REBECCA GRAY

REC'D OF DEP

AUG 7 1 24 PM '95

Ronald J. Rowley

MAIL ROOM  
REC'D DEPT.  
SALT LAKE COUNTY,  
UTAH