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12 JUNE 92 03:42 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SUTHERLAND TITLE
REC BY: REBECCA GRAY , DEPUTY

COBBLECREEK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned being the owner of the following described real property situate in Salt Lake County, State of Utah, to-wit:

Known as COBBLECREEK SUBDIVISION. Phase I and Phase II

In consideration of the premises and as part of the general plan for improvement of the property comprising the COBBLECREEK SUBDIVISION, we do hereby declare the property hereinabove described and all lots located therein, subject to the restrictions and covenants herein recited.

ARTICLE I

RESIDENTIAL AREA COVENANTS

1. Planned use and Building Type:

No lot shall be used except for single family 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 four vehicles.

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 COBBLECREEK SUBDIVISION Architectural Control Committee as to the overall design, materials, harmony with existing structures, and 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.

3. Dwelling Quality and Size:

Except as otherwise provided herein, no dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive porches and garages, shall be less than 1500 square feet for single story homes. For two story homes, the combined footage for both floors shall not be less than 1850 square feet.

For tri-level homes the combined footage for the three floors shall not be less than 1850 square feet and for the main two floors the area shall not be less than 1500 square feet. For the purpose of these covenants, bi-level homes shall be considered as single story homes.

4. Building Location:

(a) Building location must conform to the requirements of Salt Lake County.

(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. Roofing and Exterior Materials:

All exterior materials utilized on dwellings and other structures shall consist of natural materials including stone, brick, stucco and wood. Aluminum, steel and vinyl siding may only be used for soffit and facia unless otherwise approved by the Architectural Control

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Committee in writing. The roofing material for all homes or other structures built on any lot shall be either cedar shingles, tile or architectural grade laminated shingle.

6. Construction Time Following Purchase:

The grantee or grantees of any building lot within the subdivision, shall within 2 years from the purchase date of said lot, commence construction and having commenced construction upon said lot, shall continue therewith and have the dwelling structure upon the lot ready for occupancy as a residence within 18 months from the date construction is commenced. Landscaping of any dwelling shall be completed within 12 months after the initial occupancy.

7. Easements:

For the 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 easement. 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 has responsibility.

8. Nuisances:

No noxious or offensive activity shall be carried on any lot, nor 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 COBBLECREEK SUBDIVISION Architectural Control Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles 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. No trailers, boats or other large recreational items shall be stored on the streets or front yards without the specific written permission of the Architectural Control Committee. No TV satellite dishes or TV or radio antennas shall be installed on any lot without the specific written permission of the Architectural Control Committee.

9. Temporary Structures:

No structures 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 temporary or permanently .

10. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All 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.

11. Animals and Pets:

Dogs, cats or other household pets may be kept as permissible within current Salt Lake County 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 the owner's control.

If in the opinion of the COBBLECREEK SUBDIVISION Architectural

Control Committee, any of the aforementioned animals or pets become an annoyance, nuisance, or obnoxious to other owners throughout the subdivision, the committee may require a reduction in number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

12. Landscaping:

Trees, lawns, shrubs or other planting 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 COBBLECREEK SUBDIVISION Architectural Control Committee.

13. Street Trees:

The owner of each lot shall be required to install two 2 inch caliper shade trees of a variety specified by the COBBLECREEK SUBDIVISION Architectural Control Committee. The Trees shall be installed in the front yard or park strip when the property is initially landscaped.

14. Subdivision of Lots:

No owners of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

ARTICLE II
EASEMENTS

1. Easements for installation and maintenance of utilities and drainage facilities, and all other easements, are reserved as shown on the recorded plat or herein set forth.

2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the subject property, the owners of any lot served by said connection, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

ARTICLE III
DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions:

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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement:

The owner or owners of any portion of the subject property, and/or the Architectural Control Committee, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the Architectural Control Committee, the Declarant executing these conditions,

covenants and reservations or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

3. Construction and Validity of Restrictions:

All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the invitees and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of that fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

4. Architectural Control Committee:

The Architectural Control Committee which is vested with the powers described hereinabove shall initially consist of three (3) persons appointed by the undersigned Declarant. Prior to the commencement of any excavations, construction, remodeling or alteration to any structure theretofore completed, there shall first be filed with the Architectural Control Committee one (1) complete set of plans and specifications for such excavation, construction, remodeling or alteration together with a plot plan indicating the exact part of the subject property the improvement with cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The committee shall have the right to refuse to approve any such plans and specifications which, in the committee's discretion, are not desirable, and in so passing upon them the committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling or alteration and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property. The committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required.

No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants and restriction.

At any time, the then record owners of a majority of the subject property shall have the power through 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.

In the event of the death or resignation or the refusal or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee or fill and such vacancy with like authority.

The Architectural Control Committee shall have the power and authority to take such action as it deems necessary to keep any

portion of the subject property and exterior of any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the committee may notify any owner of a portion of the subject property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the Architectural Control Committee may cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The Architectural Control Committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved. The initial Architectural Control Committee shall consist of Jerrald K. Boone, Alan Kruckenberg, and Linda S. DeSpain. After completion of development, Declarant shall appoint three (3) persons to replace the initial committee members named hereinabove. The three (3) members appointed at the time by Declarant shall be appointed to staggered initial terms of one, two, and three years respectively. At the expiration of a member's term, an election shall be held by the owners who shall elect a new member to the Architectural Control Committee for a three (3) year term. In the election, each lot shall be construed to have one (1) vote.

5. Assignment and Reservation of Powers:

Any and all rights and powers of the undersigned Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors-in-interest of the Declarant.

6. Consents:

The Declarant has obtained the acknowledgement and consent the these protective covenants of all parties possessing liens affecting any portion of the subject property; and all such consents are attached hereto and by this reference are made a part reference are made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 10th day of June, 1992.

Linda J. Norton
Linda J. Norton

Boone & Kruckenberg Homes, Inc.

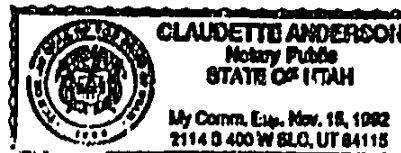
BY: Jerrald K. Boone
Jerrald K. Boone, President

STATE OF UTAH , COUNTY OF SALT LAKE) ss.

On the 10th day of June, 1992, personally appeared before me, Jerrald K. Boone, who being duly sworn, did say that he is the Presedent of Boone & Kruckenberg Homes, Inc., and that said instrument was signed in behalf of said corporation by authority of a resolution of the board of directors, and said Jerrald K. Boone acknowledged to me that he executed the same.

My Commission Expires: 11/15/92

Claudette Anderson
Notary Public
Residing in Salt Lake City, Utah





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INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) ss.

On the _____ day of June, A.D. 1992, personally appeared
before me Linda J. Norton the signer of the within
Instrument, who duly acknowledged to me that s he executed the same.


ROGER A. GURRELL
Notary Public
STATE OF UTAH
My Comm. Expires MAY 01, 1993
4025 SO 600 E 6100 SLD UT 84117
My commission expires: 5/1/93


Notary Public
Residing in: SLC Utah

CONFIDENTIAL
NOTARY PUBLIC
STATE OF UTAH

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