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DECLARATION OF BUILDING AND USE RESTRICTIONS

lots 1-40 subdivision of E Pointe Phase I

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the foregoing described real property located in the city of Layton, Davis County, State of Utah, to-wit:

Lots 1 to 40 inclusive, The Colonies of East Pointe, Phase I; according to the plat thereof, as recorded in the office of the County Recorder of said County;

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 garages and/or carports for not more than three 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 front building setback line unless similarly approved. Approval shall be as provided in Part C.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$35,000 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 550 square feet.

4. Building Location.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No dwelling shall be located nearer than 3 feet to any interior lot line; nor shall any principal structure be located within 11 feet of any other principal structure; nor shall the sum of the side yards of a subject lot be less than 11 feet. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located 7 feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as 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. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the front building setback line nor shall any dwelling be erected or placed on any lot

Plotted Abstracted
Copied Indexed
Compared Entered

Larry Wright
270 B. to Jay, page
220 84111

IVORY AND COMPANY, a Utah Limited Partnership
BY: M.M. OSWALD INVESTMENT COMPANY, a Utah Limited Partnership and one of the General Partners in said Ivory and Company.

By: McKinley M. Oswald

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

On the 20 day of October, 1983, personally appeared before me McKinley M. Oswald, who being by me duly sworn did say that he is sole General Partner of M.M. Oswald Investment Company, a Utah Limited Partnership, which is one of the General Partners in said IVORY AND COMPANY, and that the foregoing instrument was signed in behalf of said Limited Partnership by authority of the Limited Partnership Agreement, and said McKinley M. Oswald acknowledged to me that said IVORY AND COMPANY Limited Partnership executed the same.

Phyllis Trumble
Notary Public
Residing in SLC, Utah

My commission expires:

1-18-85