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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
RESEARCH LAND DEVELOPMENT
P O BOX 3327
PARK CITY, UT 84060
REC BY: REBECCA GRAY , DEPUTY

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR
SOUTH MEADOWS

KNOW ALL MEN BY THEE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property situates in Salt Lake County, State of Utah, towit:

All of Lots 1 through 29, inclusive, South Meadows, Phase I, a subdivision, according to the official plat thereof.

In consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described subject to the restrictions and coverants herein recited.

PART A. RESIDENTIAL AREA COVENANTS.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, or placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage.

2. DWELLING COST, QUANTITY AND SIZE. No dwelling shall be permitted on any lot at an appraised cost of less than \$60,000.00, including lot, based upon cost levels prevailing as of the date of registration of these 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 as of the date these covenants are recorded, at the minimum cost stated herein as well as permitted dwelling size. The total floor area of the dwelling, exclusive of one story open porches, basement, and garages shall be not less than 800 square feet.

3. BUILDING LOCATION. This is Planned Unit Development, and no brick or fenced wall shall be closer than twelve (12) feet to the public sidewalk in front of or to the side of a lot. The side yard shall be a minimum of ten (10) feet from structure to structure, and ten (10) feet from structure to property line in rear. No building shall be located on any lot nearer than twenty (20) feet to the front lot line. This being a zero lot line Planned Unit Development the house and garage are to be built on the lot line. The wall on the zero side will be constructed with no windows, doors or opening of any kind and shall comply with all Sandy City fire and building code requirements.

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For the purpose of this covenant, eaves and open porches shall not be considered as part of a building, provided however, that they shall not be constructed to permit any portion of a building on a lot encroach upon another lot.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, or other permanent material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities 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.

In addition, an easement appurtenant to each lot shall be granted and/or reserved to allow each lot owner or his or her agents reasonable access over and upon the lot next adjacent to the common zero lot line for the purpose of construction, maintenance and upkeep of the dwelling on said each lot.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly will be permitted. No items of any type will be allowed outside the perimeter of the fence. No automobiles, trailers, boats or other vehicles are to be stored on the streets or in front and on side of lots, only automobiles that are in running condition, properly licensed and being regularly used will be allowed to be parked on the streets.

6. TEMPORARY STRUCTURES. No structures of a temporary character; trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. A temporary construction office will be allowed to be used by the developer/builder for only that period that construction is proceeding.

7. SIGNS. No signs, with the exception of the project name sign at the entrance to the project, shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot or one sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during construction can be up to thirty two (32) square feet and can be used on a temporary basis.

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8. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other domestic animals may be kept and maintained provided that they are not bred, or maintained for any commercial purpose, and are restricted to the owner's premises, or on a leash under handler's control.

9. 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. Each lot and its' adjoining streets are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or 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. SLOPE AND DRAINAGE CONTROL. 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 sliding problems, or which may change the direction of flow or drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area 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.

12. HOMEOWNERS ASSOCIATION. A Homeowners Association will be formed for the purpose of managing and maintaining the common areas of South Meadows, namely the landscaping and planting strips along Riverside Drive. The association will take responsibility for maintenance, upkeep and watering of the strips as is necessary. A later document will be developed explaining the formation, guidelines and procedures of the Homeowners Association.

In the event that Sandy City forms a special improvement district or other agency to maintain the landscaping and planting strips along Riverside Drive, or agrees to include such maintenance in an existing special improvement district

or agency, or assumes such maintenance responsibility itself, then the Homeowners Association may be dissolved.

PART B. 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 (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change of said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be by proceeding 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 judgment or court shall in no wise affect any of the provisions which shall remain in full force and effect.

EDENBROOK COMPANY

By John J. [Signature]

By: John T. Rankin
Date: _____

By: _____
Date: _____