

When Recorded Return To:
Utah Title & Abstract Company
629 East 400 South
Salt Lake City, Utah 84102

ATTENTION: R. BRUCE HANCEY

3550
Katie L. Dixon
RECORDER
SALT LAKE COUNTY
UTAH

MAY 11 3 19 PM '91
KATIE L. DIXON
RECORDER
SALT LAKE COUNTY
UTAH

3563393

L.K.C. JORDAN VIEW ESTATES

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

BEGINNING at the East quarter corner of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89° 54' 55" West 353.30 feet; thence North 0° 05' 05" West 135.00 feet; thence South 8° 54' 55" West 535.46 feet; thence North 05° 21' 00" East 1420.361 feet; thence North 73° 11' 11" East 57.109 feet; thence North 59° 08' 55" East 339.337 feet; thence North 36° 06' 56" East 409.37 feet; thence North 76° 24' 00" East 40.108 feet; thence South 65° 00' 34" East 37.712 feet; thence South 60° 07' 10" East 82.91 feet; thence South 87° 19' 10" East 40.925 feet; thence South 0° 28' 24" West 2019.444 feet to the point of BEGINNING.

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 covenants 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, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories, exclusive of the basement, in heights and a private garage or carport for not more than four vehicles. A stock barn shall also be an acceptable structure to be constructed only in conjunction with a single family dwelling as heretofore described.

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 in writing 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 unless similarly approved. Approval shall be as provided in Part B.

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3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$95,000.00, including the cost of the lot, based upon the cost of living index 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 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 therein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1500 square feet on 1/2 acre lots. The Arcitectural Committee, requires that all outside wall construction be seventy percent (70%) masonry materials. No imitation brick, stone or other like imitation material may be used.

4. BUILDING LOCATION. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than allowed by the South Jordan City Zoning Ordinance (or Salt Lake County if applicable).

5. LOT AREA. No dwelling shall be erected or placed on any lot having an area of less than 1/2 acre ~~without prior written approval of the Architectual Committee.~~

6. 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 clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports unless in enclosed areas built and desgined for such purpose. 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.

7. 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.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 10 square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder in advertising the property during the construction and sales period.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying of mining operations of any kind shall be permitted upon or in any lot, nor shall oil, wells, tanks, tunnels, minerals 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.

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10. 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 their equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street, sidewalk and bridle path 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. No motorist will be allowed on the bridle paths at anytime.

11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, unless authorized by the South Jordan City Zoning Ordinance (or Salt Lake County if applicable), except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control. No animal may be kept on premises, if a signed petition is submitted to the Animal Control Center bearing the signatures of two-thirds of the property owner's within 200 feet in any direction of the animal owners premises, demanding that the animal be removed.

PART B. ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of (1) Shirl O. Leavitt, (2) Orson Leavitt, (3) Steve A. Kener, (4) Robert A. Schmidt, (5) Barbara Schmidt, (6) Barbara Henneskes, and the majority of this committee does hereby designate Orson Leavitt as representative to act for said committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots 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.

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 not suit to enjoin the construction 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 shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive

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periods of ten 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 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 of court order shall in no way affect any of the other provisions which shall in full force and effect.

Dated this the 7th day of May, 1981.

UTAH TITLE AND ABSTRACT COMPANY, Trustee

By: Edward B. Rogers
EDWARD B. ROGERS, President

L.K.C. CORPORATION

By: Orson Leavitt
ORSON LEAVITT, President

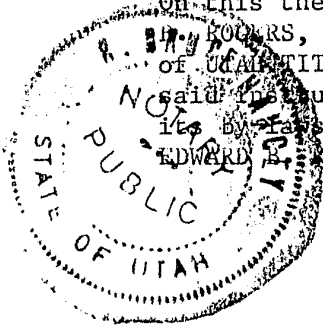
L.K.C. INVESTMENTS, a General Partnership

By: Orson Leavitt
Orson Leavitt, General Partner

DAMJANOVICH INVESTMENT COMPANY, a Partnership

By: Nick Damjanovich
Nick Damjanovich, Partner

State of Utah)
: ss
County of Salt Lake)



On this the 7th day of May, 1981, personally appeared before me EDWARD
ROGERS, who being first duly sworn did say that he is the President
of UTAH TITLE AND ABSTRACT COMPANY, Trustee, a Corporation, and that
said instrument was signed in behalf of said corporation by authority of
its by-laws (or by a resolution of its board of directors) and said
EDWARD A. ROGERS acknowledges to me that said corporation executed same.

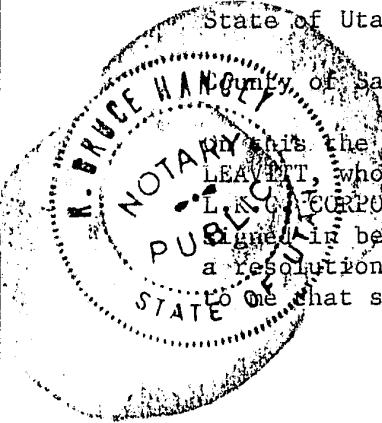
Edward Rogers

Notary Public

My Commission Expires: 7-08-84

Residing at: SALT LAKE CITY, UTAH

State of Utah)
: ss
County of Salt Lake)



On this the 7th day of May, 1981, personally appeared before me, ORSON
LEAVITT, who being first duly sworn did say that he is the President of
L.K.C. CORPORATION, a Utah Corporation, and that said instrument was
signed in behalf of said corporation by authority of its by-laws (or by
a resolution of its board of directors), and said ORSON LEAVITT acknowledges
to me that said corporation executed same.

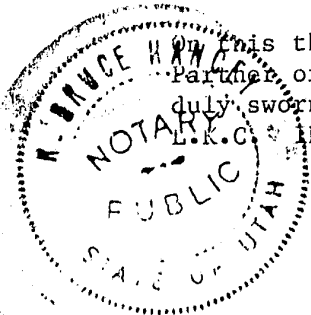
Orson Leavitt

Notary Public

My Commission Expires: 7-08-84

Residing at: SALT LAKE CITY, UTAH

State of Utah)
: ss
County of Salt Lake)



On this the 7th day of May, personally appeared before me, ORSON LEAVITT,
Partner of L.K.C. INVESTMENTS, a General Partnership, who being first
duly sworn did acknowledge to me that he executed same as a Partner of
L.K.C. INVESTMENTS in behalf of said Partnership.

Orson Leavitt

Notary Public

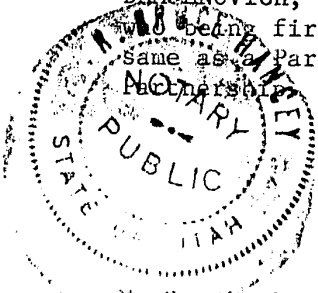
My Commission Expires: 7-08-84


Residing at: SALT LAKE CITY, UTAH

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State of Utah)
 : ss
County of Salt Lake)

On this the 11th day of May, 1981, personally appeared before me, NICK R. DAMJANOVICH, Partner of DAMJANOVICH INVESTMENT COMPANY, a Limited Partnership, who being first duly sworn did acknowledge to me that ne executed the same as a Partner of DAMJANOVICH INVESTMENT COMPANY, in behalf of said Partnership.





Notary Public
Residing at:

My Commission Expires:

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