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-TO-
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS:

SADDLEBACK VILLAGE NO. 1 SUBDIVISION

Entry No.:
Recorded:
Book:
Dated:

39th

RECORDED
MAY 14 1993

NOV 7 9 56 AM '93

KATIE L. HARRIS
RECORDER
SALT LAKE COUNTY
UTAH

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of West Jordan, Salt Lake County, State of Utah, to wit:

Lots 1 to 58 inclusive, SADDLEBACK VILLAGE No. 1 SUBDIVISION 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. All lots must be used for residential purposes and no other purposes are permitted. The only buildings and fencing which shall be permitted to be erected, altered, placed or allowed to remain on any lot are: one (1) detached single-family dwelling; one (1) accessory building; one (1) perimeter fence; and with respect to lots 1 through 12 inclusive, one (1) corral. All construction to be of new materials, except used brick may be used with the prior approval of the Architectural Control Committee. Notwithstanding any provision of this agreement, no improvements shall be built or made on any lot unless said improvements are in compliance with applicable laws, building codes, zoning ordinances and governmental regulations.

2. Architectural Control. No improvements of any type, including without limitation landscaping, shall be erected, placed, or altered on any lot until the plans and specifications and a plan showing the location of the improvement have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finished grade elevation. Approval shall be as provided in part C.

3. Cost, Quality and Size of Improvements.

A. No dwelling shall:

i. be permitted on any lot at a cost of less than \$35,000.00, exclusive of the purchase price of the lot, based on cost levels prevailing on the date these covenants and restrictions are recorded. It is the purpose and intention of this

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restriction 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 this instrument is recorded, at the minimum cost stated herein or the minimum permitted dwelling size.

ii. Exceed two stories in height.

iii. Be permitted without inclusion of an attached garage for not less than two (2), nor more than three (3) automobiles on lots 13 through 58, inclusive, and an attached or detached garage for not less than two (2) nor more than three (3) automobiles on lots 1 through 12, inclusive.

iv. If it is a single story dwelling, have a main floor area, exclusive of open porches and garages of less than 1140 square feet.

v. If it is a two story dwelling, have exclusive of open porches and garages, a main floor area of less than 900 square feet and a second story area of less than 700 square feet.

B. An accessory building for purposes of these covenants and restrictions shall:

i. with respect to lots 13 through 58 inclusive, mean a detached structure not to exceed one hundred and fifty (150) square feet, used for the purpose of storing garden tools and furniture, athletic and camping equipment, and similar items of personal property.

ii. with respect to lots 1 through 12 inclusive, mean a detached structure, other than a garage as referred to in paragraph 3A(iii) above, not to exceed three hundred (300) square feet, to be used in addition to the purposes specified for similar structures on lots 13 through 58 inclusive, storage of feed, grain, tack and similar items of personal property relating to the care and maintenance of horses and a shelter for permitted horses.

C. All fences must be of wood construction and shall be not less than, nor exceed, six (6) feet in height. Corrals may not exceed five (5) feet in height.

4. Location of Improvements.

A. No permitted improvement, other than landscaping, shall be located on any lot nearer than thirty (30) feet to the front lot line, nor nearer than twenty (20) feet to any side street line.

B. No dwelling shall be located nearer than eight (8) feet to any carrier side lot line, nor nearer than thirty (30) feet to the rear lot line.

C. Accessory buildings are subject to the same location restrictions as dwellings, except that if an accessory building is located not less than seventy five (75) feet from the front lot line, it may be placed not nearer than one (1) foot from a side lot line or rear lot line.

5. Construction and Landscaping. A site plan must be submitted to the Architectural Control Committee for approval

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within three (3) months from the date on which the deed to the lot is delivered to the lot owner ("closing date"). Landscaping, in accordance with the site plan, must be completed within six (6) months from the date the lot owner's Certificate of Occupancy is issued. For purposes of these covenants and restrictions "site plan" shall include: construction plans for the dwelling and all improvements which shall include specifications; a landscape plan showing the location (in reference to the dwelling and lot lines); and type of all vegetation and other landscaping materials to be used; and with respect to lots 1 through 12 inclusive, additional construction plans, landscape plans and other renderings showing the location and specifications of corrals, fences and other structures used in conjunction with permitted horses.

6. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than eighty (80) feet at the minimum building set back line, nor, shall any dwelling be erected or placed on any lot having an area of less than 9,500 square feet, except that a dwelling may be erected or placed on all corner and cul de sac lots as shown on the recorded plat, provided that the above front and side yard restrictions are maintained. No lot may be redivided for the purposes of creating any additional building sites.

7. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction flow of drainage channels in the easements. The easement 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.

8. Nuisances. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which 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 shall be permitted unless in enclosed areas designed for such purpose. No automobiles, trailer, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed, and are being regularly used.

9. Temporary Structures. Nothing of any nature whatsoever, other than a dwelling completed in accordance with an approved site plan, shall be used either temporarily or permanently, on any lot at any time as a residence. Without limiting the generality of the foregoing, mobile homes used as permanent or temporary residences are specifically prohibited.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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11. Livestock.

A. For lots 13 through 58 inclusive, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two (2) adult animals of any single class of common household pet 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 a leash under a handler's control. For this purpose, the word "class" means, for example, all animals commonly called "dogs" regardless of breed or "cats" regardless of breed.

B. For lots 1 through 12 inclusive, two (2) or fewer horses as permitted from time to time by the West Jordan Zoning Ordinance may be kept per lot. All corrals, fences, and other structures used in containing such horses must be constructed at a proper distance from all surrounding dwellings. This distance is described in and controlled by the West Jordan Zoning Ordinance.

C. Lot 12 borders an R-1-10 zone. Any corrals or fences used in containing permitted horses on Lot 12 must be placed at a distance from Lot 13, as stated in the West Jordan Zoning Ordinance.

12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dump ground for rubbish. Trash, garbage or other waste material shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds or 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.

13. Sight Distance at Intersections. No fence, wall hedge, shrub, plant or other object, living or inanimate, which obstructs site lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on a driveway or alley pavement. No vegetation shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Minerals. No minerals of any nature whatsoever may be extracted from lots by any means whatsoever. Notwithstanding the preceding sentence, any lot owner obtaining necessary permits and approval from applicable governmental authorities may sink and operate a single well for the culinary water needs of the dwelling of the lot, provided such well is located no nearer the front lot line than the rear exterior wall of the dwelling at any above ground mechanism used in connection with such well is housed in a structure approved by the Architectural Control Committee.

15. 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 of drainage channels or obstruct or retard the flow of water through drainage channels. The slope

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control areas of each lot and all improvements in them shall maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Original Membership. The original Committee shall be comprised of: Messrs. John J. Thomas, Brent R. Dyer and Bryan T. Y. Fong, of 2050 Beneficial Life Tower, Salt Lake City, Utah 84111.

2. Successive Membership. In the event of death or resignation of any member of the Committee, the remaining members shall, at their sole discretion, appoint a successor. After all lots covered by this instrument have been sold, the then record owners of a majority of the lots shall have the power, through duly recorded written instrument, to remove any member of the Committee, with or without a cause, and appoint a successor.

3. Representation and Compensation. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to compensation by lot owners for services performed pursuant to this instrument.

4. Approval Procedure. The Committee's approval or disapproval as required in these covenants and restrictions shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be deemed to have been given, and the related covenants and restrictions shall be deemed to have been fully complied with.

PART D. 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 automatically be extended for successive periods of ten (10) years unless an instrument agreeing to terminate these covenants and restrictions has been signed by a majority of the then owners of the lots and has been duly recorded.


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 the damages.

3. Severability. Invalidation of any of the covenants and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. Amendment. The provisions of these covenants may be amended by affirmative vote of the owners of record of an aggregate of thirty nine (39) lots.

AKERLOW THOMAS DYER, INC.

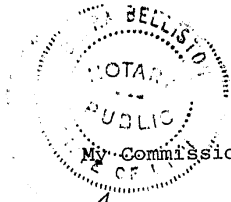
BY


Its Vice Chairman,
Board of Directors

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

Subscribed and sworn to before me this 3rd day of
November, 1983.



Debra Belliston
NOTARY PUBLIC

My Commission Expires:
January 10, 1987

Residing At:
Salt Lake City

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