

6678344

DECLARATION OF PROTECTIVE COVENANTS

For

PARK VILLAGE SUBDIVISION

06/27/97 12:19 PM 6678344 69.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN, UT 84088
REC BY: B ROME DEPUTY - WI

KNOW ALL MEN BY THESE PRESENTS;

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

Lots 101 through 151, lots 201 through 246, and lots 301 through 349 of Park Village Subdivision, in the City of West Jordan, County of Salt Lake, State of Utah, according to the official plats thereof, as recorded in the office of the County Recorder of said County.

In consideration of the premises and as part of the property comprising Park Village Subdivision, the undersigned does hereby declare the property hereinabove described, subject to the covenants, conditions and restrictions herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1 Planned 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 lots other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than three vehicles.

2 Architectural Control

2.1 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 structure, and as to location with respect to topography and finish grade elevation.

2.2 No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line. For houses on corner lots, no fence shall be erected, placed or altered nearer to any side street than the 12.5 feet side setback line.

2.3 Fences or walls may be constructed out of brick, concrete block, wood, vinyl or chain link, provided, however, that no chain link fencing shall be permitted when exposed to, or facing the front street of a house. No chain link fencing shall be permitted on the street-facing sides of a corner lot.

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3 Dwelling Quality and Size

- 3.1 Subzone "C" size homes may be built on up to ten lots in Phase 1, up to nine lots in Phase 2, and up to 10 lots in Phase 3, provided, however, that if less than the stated number are built in any given Phase, the number of "C" size homes in subsequent Phases can be increased accordingly. In no event may the number of "C" size homes built in the subdivision exceed twenty-nine homes.
- 3.2 Subzone "D" through "G" size homes are permitted on all remaining lots except that identical homes (those with the same floor plan and elevation) may not be built next to each other or directly across the street.

4 Building Location and Requirements

- 4.1 No building shall be located on any lot nearer than 20 feet from the front line of the lot, or, if on a corner lot, nearer than 12.5 feet to any side street property line.
- 4.2 No dwelling shall be located nearer than 10 feet from the interior lot line on the garage side and 5 feet on the opposite side. In no event shall the distance between buildings on contiguous lots be less than 15 feet.
- 4.3 No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line, or nearer than 25 feet from the rear lot line if the lot backs up to a street.

5 Easement

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within each easement, 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, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels easements. The easement area of each lot and all improvements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6 Nuisances

No noxious or offensive activity shall be carried on upon any lots, nor shall any activity which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in an enclosed area designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be parked on streets or front or unfenced 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, motor home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes shall be permitted.

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 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.

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 containers for temporary storage of garbage and refuse shall be kept in sanitary and clean condition. Each lot and its abutting street shall be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other projects shall be stored on any lot in view of the general public.

10 Sight Distance at Intersection.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 at points 25 feet from the intersection of the street lines and in case of a rounded property corner from the intersection of the street property line extended. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained above 6 feet to prevent obstruction of such sight lines.

11 Landscaping

11.1 Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway and sidewalk. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. This required landscaping shall be complete within 6 months of first occupancy of the house, (weather permitting).

11.2 Landscaping shall include at least one tree and a combination of lawn, shrubs and groundcover. Groundcover may include vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more than 50 percent of the new landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner.

11.3 The developer shall plant one 1-inch caliper tree in the parking strip of each lot and the property owner shall be responsible to see that it is irrigated and maintained. The trees shall be either a Bradford Pear or a Little leaf Linden. Home-owners may plant additional trees in the parking strip provided they are the same variety of tree.

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

PART B

ARCHITECTURAL CONTROL COMMITTEE

1 Membership

A majority of the committee may designate a representative to act for the committee. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant of this covenant. At any time, after a five year period, 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. The Architectural Control Committee is composed of David McArthur, Ronald McArthur and Steve McArthur at date of recordation.

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 no 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 twenty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has 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 covenants either to restrain violation or to recover damages.

3 Severability

Invalidation of any one of these covenants 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

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated: May 6, 1997

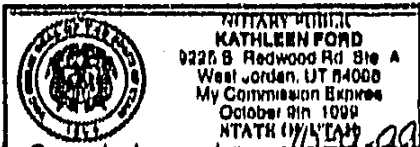
McArthur Communities, LC

Donald R. McArthur, Manager

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On the 6th day of May, 1997 personally appeared before me Donald R. McArthur, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my seal this 6th day of May, 1997.



Kathleen Ford
Notary Public

My Commission Expires: 10/31/99
Residing at: SALT LAKE COUNTY

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