

3000027

DECLARATION OF PROTECTIVE COVENANTS  
AGREEMENTS, RESTRICTIONS AND CONDITIONS  
affecting

FEATHERWOOD VILLAGE SUBDIVISION

PART A. PREAMBLE

KNOW ALL YE MEN BY THESE PRESENTS:

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

Lots 1-27, inclusive, Featherwood Village Subdivision, South Jordan, Utah according to the plats 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 in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

The following conditions, restrictions and stipulations shall supercede any covenants and restrictions herein recorded and any such prior restrictions and covenants shall be null and void and of no effect from the date this Declaration is recorded at the office of the County Recorder, Salt Lake County.

PART B. RESIDENTIAL AREA COVENANTS.

1. Land Use and Building Type. Except as otherwise herein permitted no lot shall be used except for residential purposes, except as otherwise herein permitted no building shall be erected, altered, placed or permitted on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage 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. All homes are to have 1/3 or more of the exterior constructed of brick, with any exterior siding to be of natural woods. No exterior siding of "T-1" Laminated plywood, pressed wood or similar materials without the express consent of the Architectural 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 minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

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3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose 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 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 1,250 square feet. All homes must have a double attached garage erected at the time the house is erected. The main floor area of the main structure for two-story dwellings, exclusive of one-story open porches and garages, shall be not less than 1,050 square feet. For split-level entry dwellings, the main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,350 square feet.

4. Building Locations.

(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 10 feet to any interior lot line, and the total width of the two required side yards shall be not less than 24 feet. No main building shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings do not encroach upon any easements.

(c) For the purposes 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. With the exception of lot #13 only, no dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 20,600 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 clearances are maintained.

6. Easement. Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat and over the side, rear and front seven 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, or may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improve-

ments in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.

7. 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 designed for such purpose. No automobiles, trailers, 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.

8. Temporary Structures and Moving of Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. This subdivision shall be used for private residential purposes only, except as herein after set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain uncompleted for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

10. Livestock and Poultry. Except as otherwise herein permitted 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 a leash under handler's control.

11. 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 abutting street 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.

12. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 25 feet

from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor 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.

14. Landscaping. Trees, lawn, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of 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 control areas 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.

#### PART C. SPECIAL LOTS.

Lots #1 thru #12 to be permitted horses, cows and other livestock and fowl as permitted in R-1-21 Zoning. Lots #13 thru #27 to be permitted animals only be approval of South Jordan City. Furthermore, no animals, livestock, or poultry of any kind shall be kept, bred, or maintained for any commercial purposes on any lot, and no mink or swine shall be maintained on any lot.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE.

1. Membership. A majority of the committee may designate a representative to act for it. 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 member 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 lots shall have the power through a duly 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 LeRoy C. Bushnell, 8255 South 3200 West, West Jordan, Utah 84084; James H. Bushnell, 8253 South 3200 West, West Jordan, Utah 84084; and Lynn R. Kuehne, 2118 South 1150 East, Bountiful, Utah 84010.

2. Procedure. The Committee approval or disapproval 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 the 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 E. GENERAL PROVISION.

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 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 covenant 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 effect any of the other provisions which shall remain in full force and effect.

Bette K. Bushnell  
Bette K. Bushnell

LeRoy C. Bushnell  
LeRoy C. Bushnell

James H. Bushnell  
James H. Bushnell

Lynn R. Kuehne  
Lynn R. Kuehne

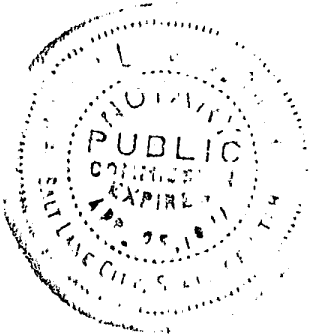
STATE OF UTAH, )  
 )  
 ) ss:  
 )  
County of Salt Lake )

On the 21<sup>st</sup> day of September, 1977, personally appeared before me  
LeRoy C. Bushnell and Bette K. Bushnell, his wife, James H. Bushnell and  
Lynn R. Keuhne, the signers of the within instrument, who duly acknowledged to  
me that they executed the same.

Douglas M. Gunn  
Notary Public

april 25 1981  
My commission expires:

Residing in: Salt Lake



Recorded SEP 22 1977 at 8276  
Requested by UTAH TITLE & ABSTRACT COMPANY  
KATHIE L. DICKSON  
Recorder, Salt Lake County, Utah  
\$ 19.00 by Patricia A. Brown Deputy  
Patricia Brown