

3065715

DECLARATION OF BUILDING AND USE RESTRICTIONS

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, County of Salt Lake, State of Utah, to-wit:

Lots 401-424, Brown's Meadow #4, 501-531, Brown's Meadow #5; 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 hereby 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. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other lot other than one detached single family dwelling not to exceed two stories in height, a private garage or carport not more than four cars and such other necessary buildings as are approved by the Architectural Control Committee. Also permitted is a Church on no less than 5 lots as long as it met the requirements of the City of West Jordan.

2. ARCHITECTURAL CONTROL. No buildings 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 the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography, other residences and finished 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 C. In no case shall a building have less than 50% of its exterior surface covered by brick.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than \$38,000.00 excluding the lot. Based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and 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 maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall not be less than 1200 square feet and must have at least a two car garage. Dwellings having two stories above ground not including the basement may have 900 square feet on main ground level with a total of the two stories not being less than 1500 square feet. Split entry design with garage underneath to have main floor area not less than 1300 square feet. If garage is to be attached to the side, then 1200 square feet to apply.

a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to front line, or nearer than 20 feet to any side street line.

b. No building shall be located nearer than ten feet to an interior lot line, except a one foot side yard shall be required to a garage or other permitted accessory building located 30 feet or more from the minimum setback line.

c. For the purpose 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 a building on a lot to encroach upon another lot.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all corner cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

BOOK 1057 PAGE 1057

Recorded FEB 15 1978 at 355
Request of UTAH TITLE & ABSTRACT COMPANY
For P&O KATIE L. DIXON
Recorder, Salt Lake County, Utah
34.50 Patricia L. Dixon Deputy
Patricia Dixon

5. **EASEMENTS.** Easements for installations and maintenance of utilities, irrigation system, and drainage facilities are reserved as shown on the recorded plot and over the rear five feet of each lot. Within these easements, no structures, planning, 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 of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for these improvements for which a public authority or utility company is responsible.

6. **NUISANCES.** No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

a. No clothes drying or storage of any articles is permitted in the carports unless in enclosed areas designed for the purpose.

b. No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pickup trucks can be parked on the driveway area. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored only in garages, carports, or on the rear yard areas of each lot.

c. Each lot is to be developed and maintained by its owner in an attractive, safe, and sanitary manner.

d. When lot is fenced it must be approved by the Architectural Control Committee, and each owner will have the option of four types of fencing: 1. Pole, 2. Painted Board, 3. Chain Link, 4. Block or comparable. No fence, wall, or hedge over seven (7) feet in height shall be erected or grown any place on said premises, provided however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to.

e. Permitted pets, poultry, and livestock are to be adequately housed or stabled in sanitary facilities to prevent offensive odors, insects, and diseases. Predatory and destructive animals or fowl are to be adequately restrained to prevent marauding nuisances or damage to other property owners.

7. **TEMPORARY STRUCTURES.** No structures of a temporary character such as trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot which shall not be illuminated, 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.

9. **OIL AND MINING OPERATIONS.** No oil development operations, oil refining, quarrying 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.

10. **PETS.** Pets, livestock, and fowl which are generally associated with estate type living and which are kept for family use and/or food production only and not for any commercial purposes are permitted on all lots except that mink, swine, and goats, are not permitted on any lot either temporarily or permanently. A maximum of two (2) horses or two (2) cows is permitted per 1/2 acre, with only those lots approved by the City of West Jordan. All permitted animals and fowl are to be adequately maintained in a clean and sanitary condition. The housing facility for all permitted animals is to be at least 100 feet from any dwelling.

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.

12. *SIGHT DISTANCE AT INTERSECTIONS.* 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 lines, or in case of a rounded street corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property one with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-line

13. *EXTERIOR LIGHTING.* Each lot owner is to obtain a photocell yard light and install it in the front yard and have it in operation by the date of occupancy of home.

PART C. ARCHITECTURAL CONTROL COMMITTEE:

1. *MEMBERSHIP.* The Architectural Committee is composed of Cyril E. Simon, Van A. Neilson, and Wilbern L. McDougal. 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 control 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 instrument to change the membership of the committee or to withdraw from the committee or restore it to 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 no quit to enjoin the construction has been commenced prior to the completion thereof, approval not be required and the related covenants 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 on 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 have been recorded, agreeing to change said covenants in whole or in part.

2. *ENFORCEMENT.* Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or by an affected property owner or owners.

3. *SEVERABILITY.* Invalidation of anyone of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. *MANNER OF VOTING.* In voting, each lot owner of record shall be entitled to one vote, and the action resulting from such vote is to be evidenced by written instrument signed and acknowledged by such lot owners and recorded in the County Records Office of the County of Salt Lake, State of Utah.

5. *MUTUAL AND RECIPROCAL BENEFITS, ETC.* All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and quitable servitude upon each of said lots in favor of each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenange running with the land for the benefit of all other lots in said tract.

WITNESS the hands of said grantors, this 10th day of February A.D. 1978

Signed in the presence of

Wilburn L. McDougal

UTAH TITLE AND ABSTRACT COMPANY, Trustee

UTAH TITLE AND ABSTRACT COMPANY, Trustee

Aspdy

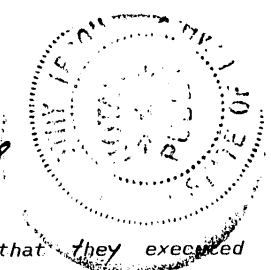
UP

STATE OF UTAH

COUNTY OF Salt Lake

SS.

On the 10th day of February, A.D. 1978
personally appeared before me



the signers of the within instrument, who duly acknowledged to me that they executed the same.

David E. Eason

Notary Public

My Commission expires May 5, 1981 Residing in Salt Lake

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 10th day of February, A.D. 1978, personally appeared before me ALFRED J. NEWMAN, who being by me duly sworn, did say that he is the Vice-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 ALFRED J. NEWMAN, acknowledges to me that said corporation executed the same.

My Commission Expires: April 17, 1980

David E. Eason

Notary public

Residing at: Salt Lake City, Utah

