

3728956

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

PARCEL 1: BEGINNING at a point 66 rods North of the Southeast Corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 14 rods; thence West 80 rods; thence South 14 rods, thence East 80 rods to the point of beginning. Less that portion lying in 1300 West Street.

PARCEL 2: BEGINNING at a point 60 rods North of the Southeast Corner of Section 3, Township 3 South Range 1 West, Salt Lake Base and Meridian, and running thence North 6 rods; thence West 80 rods; thence South 6 rods; thence East 80 rods to the point of beginning. Less that portion lying in 1300 West Street.

844 Lots 1 to 33 inclusive, Country Wood Subdivision according to the plat thereof, as recorded in the office of the County Recorder of said County.

We 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. 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 attached or detached single-family dwelling not to exceed two stories in height and private garages and/or carports for not more than three vehicles. All construction to be of new materials and with prior written approval of the Architectural Control 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 front building setback line unless similiary approved. Approval shall be as provided in Part C.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$40,000 inclusive of lot, based upon cost levels provailing on the date these covenants are recorded, it being the intention and purpose of the 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 750 square feet.

4. Building Location.

(a) No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line.

(b) No dwelling shall be located nearer than 4 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building setback line. No dwelling structure shall be closer than 4 feet to the property line unless it is constructed with a firewall on the zero-lot-line side (which wall shall have no door or window breaks) and shall have a maintainence easement in which event, the dwelling may be placed within 4 feet of the lot-line and as close as upon the lot-line itself. Detached garages or other permitted accessory buildings may be located five feet or more from the rear lot line, so long as such buildings do not encroach upon any easements, and are a minimum of six feet from the main building structure.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a 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.

REC'D
Sawwood Home
NOV 10 4 24 PM '87
KATHLEEN
RECORDING
SALT LAKE COUNTY
UTAH

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136 E. 7200 So
Midvale
84047

BOOK 5419 PAGE 588

5. Lot area and Width. No dwelling shall be erected or placed on any lot having a width of less than 42.5 feet at the front building setback line or shall any dwelling be erected or placed on any lot having an area of less than 4250 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 yard clearances are maintained.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 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 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 easement area 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.

7. Use and Maintenance Easements. Each lot shall have running with its title, an easement of use, enjoyment and maintenance which shall extend from the edge of the property line of the adjoining lot to the zero-lot-line wall of the dwelling structure. This easement shall begin at the front lot line and extend to the rear lot line on a line running parallel to and in line with the edge of the zero-lot-line wall. The purpose of the easement is to extend the width of the sideyard on the zero-lot-line side to create a useable, enjoyable space. The adjoining lot (home) owner, for whose benefit this easement exists, shall bear full responsibility for the upkeep and maintenance of the landscaping and yard area covered by this easement.

8. Ditches. All ditches that are presently in use on the property will be abandoned as development of property progresses.

9. 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 shall be permitted in front yards, sideyards or 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.

10. Temporary 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. No Mobile Homes are permitted.

11. Signs. No sign of any kind shall be displaced 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.

12. 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 a leash under handler's control.

13. 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.

14. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 to 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 a point 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, not shale 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 or the excavation of any mineral, shall be erected, maintained or permitted upon any lot.

16. Landscaping. Trees, lawns, 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.

17. 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, created 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 public authority or utility company is responsible.

PART C. 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 members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee is composed of Alan J. Prince, A. Wesley Hardy and Stephen E. Howcroft.

2. Procedure. The Committee's approval or disapproval is 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 the 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 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 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 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. In validation of any one 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. 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.

Alan L. Pruice
Alusky Hardy
[Signature]

STATE OF UTAH
COUNTY OF

On the 9th day of November, 19 82, personally appeared
before me

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

Jane S. Whitlock
Notary Public

My commission expires 11/23/83.

Residing in Jordan, Ut.

