

3839670

RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned are owners of the following described real estate located in the area of 3055 West 9000 South, State of Utah, to wit:

BEGINNING AT A POINT WHICH IS NORTH 0 DEGREES 00 MINUTES AND 48 SECONDS WEST ALONG THE SECTION LINE 625.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0 DEGREES 00 MINUTES 48 SECONDS WEST ALONG THE EAST (PARALLEL WITH THE 9000 SOUTH STREET MONUMENT LINE) 1276.85 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 48 SECONDS EAST 825.00 FEET TO THE 9000 SOUTH STREET MONUMENT LINE; THENCE SOUTH 89 DEGREES 58 MINUTES 46 SECONDS WEST ALONG SAID MONUMENT LINE 652.54 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 48 SECONDS WEST 390.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 46 SECONDS WEST 223.40 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 48 SECONDS WEST 235.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 46 SECONDS WEST 400.91 FEET TO THE POINT OF BEGINNING.

1. There shall be one single family dwelling per lot.
2. Any additional building constructed on each lot shall be built in a workmanlike manner and shall be located on lots so as to not be offensive to adjoining lots or impair the esthetic beauty of area. All buildings including residences shall be well maintained and kept in good repair. All said buildings shall be used solely for purpose of housing livestock or personal equipment such as hobby or recreational equipment. Buildings or lots shall not be used for storage or warehousing of any type of supplies or equipment used in the conduct of the property owner's business.
3. Livestock and animals will be kept under control so as not to cause disturbance and nuisance to other property owners. Livestock will be limited on each lot to the extent that grass and foliage shall not be destroyed and downtrodden. Absolutely no hogs shall be allowed at any time.
4. Weeds and vegetation growth shall be controlled on each lot by either grazing or mechanical cutting and removal by property owner. A white rail fence, pillars, and trees will be installed and planted along 90th South and the property owners of 1 and 12 will own and be responsible for care and maintenance of said improvements. All lots shall be kept free of debris, junk, etc.
5. In the event that irrigation shares are purchased and each of the property owners agree then the following will take place:
  - a. Irrigation shares will be held in the name of one property owner in behalf of all property owners.
  - b. Costs of water, assessments, irrigation ditches and pipelines, together with maintenance and upkeep of same shall be born equally.
  - c. Each property owner shall maintain ditches or pipelines on his own property so as not to restrict the flow of water to others.
  - d. Each property owner shall allow water to flow across his property to adjoining owners.
6. At the option of 10 out of 12 property owners any restrictive covenants herein may be amended or revoked and substitute provisions introduced providing said changes are in compliance with West Jordan City ordinances.
7. Attorneys fees and costs incurred to enforce the restrictive covenants shall be charged to the party in default.
8. All successors, heirs and assigns shall likewise be bound to these restrictive covenants.
9. 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 and necessary permits obtained from the city of West Jordan.
10. All dwellings shall not exceed two stories in height and have a garage for not less than two or more than four vehicles.

SEP 7 3 25 PM '93  
City of West Jordan  
REC'D OF  
OFFICE

Box 428 West Jordan 84084  
KATIE A. ...  
RECORDS  
SALT LAKE COUNTY  
UTAH

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New materials shall be used in all construction.

11. No dwelling shall be permitted on any lot at a cost of less than \$80,000.00, including lot, based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of open porches, garage, etc. shall not be less than 1500 square feet for a one-story dwelling, or less than 1200 square feet for a dwelling of more than one story.

12. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance of the neighborhood. No clothes drying or storage of articles will be permitted except in enclosed areas.

13. 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.

14. No sign of any kind shall be displayed to 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 construction.

15. Livestock, or poultry and animals of any kind are allowed except provided they are not kept in violation of present zoning ordinances, or in violation of these restrictive covenants, or maintained for any commercial purposes.

16. Trash, garage or other waste shall not be kept except in sanitary containers. Said containers shall be kept in clean and sanitary conditions. The owners shall make arrangements to store said containers on property and provide for, and share equally the cost of, private sanitation service, if required by County.

17. 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. Each lot will be graded in a manner to insure that flood waters created from each lot will be retained upon each individual lot.

18. The architectural control committee shall consist of Stephen J. Rees, Joanne Rees, and Duane Peterson. A majority of the committee may designate a representative to act for it. The committee shall approve of all construction and set back requirements so that all fences, buildings, etc. will be in harmony with the designs of other existing structures. The committee's approval or disapproval shall be in writing.

19. 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 they 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 lots has been recorded, agreeing to change said covenants in whole or part.

Stephen J. Rees  
Owner

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On the 31<sup>st</sup> day of Aug, A.D. 1983 personally appeared before me Stephen Rees the signer of the within instrument, who duly acknowledged to me that he executed the same.

Subscribed & sworn  
Aug. 31, 1983

Maureen McKeown  
Residing in Saltrata County  
My Commission Expires 10/15/86

