

Recorded a request of

Wallace Jacobson
2100. Mason Ave
SLC, UT. 84115

2600

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SECURITY TITLE CO.
DEF

SEP 21 4 23 PM '93

KATHLEEN J. JOHNSON
RECORDER
SALT LAKE COUNTY
UTAH

3847151

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

GREENFIELD FARMS NO. 2

WHEREAS, WALLACE V. JACOBSON, MARGENE D. JACOBSON, MARK O. JACOBSON and
JEANNIE H. JACOBSON are the owners of the following described real property,
to wit:

Lots 205 to 239 inclusive, GREENFIELD FARMS NO. 2, a part of Section 36,
Township 3 South, Range 1 West, Salt Lake Base and Meridian, according to
the official plat thereof, recorded in the office of the County Recorder of
Salt Lake County, State of Utah.

NOW THEREFORE, in consideration of the premises and as part of the gen-
eral plan for improvement of said property, the undersigned hereby declares
the property hereinabove described subject to the restrictions and covenants
herein recited.

ARTICLE I

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
single-family or one two-family dwelling not to exceed two-and-one-half
stories in height, a private garage and/or carport and such other buildings
as may be approved by the Architectural Control Committee.

ARTICLE II

ARCHITECTURAL CONTROL

No building, fencing or other structure shall be erected, placed or
altered on any lot until the construction plans, specifications, and site
plans have been submitted to the Architectural Control Committee, as to
quality of workmanship and materials, harmony of external design with exist-
ing structures, and as to location with respect to topography and finish
grade elevation.

The Architectural Control Committee is located at 243 GOLDEN HARVEST
ROAD. The members of the committee are to be assigned by WALLACE V. JACOBSON
and shall not 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 written instrument to
remove any or all members of the committee, appointing a representative or
representatives who shall thereafter exercise the same powers previously
exercised by said committee. The committee's approval or disapproval as
required in these covenants shall be in writing, or stamp of approval, and
shall be given within THIRTY (30) days after written application.

ARTICLE III

DWELLING SIZE

a. Single Family Dwellings. No single family dwelling shall be con-
structed, altered, placed or permitted to remain on any lot unless the ground
floor area, exclusive of one story open porches and garages is ONE THOUSAND
TWO HUNDRED (1,200) square feet or greater for a single story dwelling or
NINE HUNDRED (900) square feet for a dwelling of more than one story.

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b. Two-Family Dwellings. No two-family dwelling shall be constructed, altered, placed or permitted to remain on any lot unless the ground floor area, exclusive of one story open porches and garages is TWO THOUSAND (2,000) square feet or greater for a single story dwelling or ONE THOUSAND FIVE HUNDRED (1,500) square feet for a dwelling of more than one story.

ARTICLE IV

BUILDING LOCATION

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 described under existing zoning. In any event, no building shall be located on any lot nearer than THIRTY (30) feet to the front lot line, or nearer than TWENTY (20) feet to any side street line.

b. No building shall be located nearer than TEN (10) feet to an interior lot line except that a one foot side yard shall be required for a garage or other permitted accessory building located FIFTY (50) feet or more from the front property line.

c. For the purpose of this covenant, eaves, steps and open porches shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

ARTICLE V

EASEMENTS

Easements for installation and maintenance of utilities, drainage facilities and bridle path are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements or to obstruct the use and enjoyment of the bridle path by other lot owners and their guests. 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.

If at some future date the County authorities determine that sidewalks should be installed, each lot owner shall be responsible to pay for his pro-rated share of such.

ARTICLE VI

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.

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

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

c. Each lot, together with its portion of the bridle path, is to be developed and maintained by its owner in an attractive, safe, and sanitary manner.

d. It shall be the responsibility of all owners of Lots 201, 202, 203, 204, 212, 213, 214, 215, and 216, to maintain in a safe and attractive manner the six-foot high chain-link fence which separates properties from the Salt Lake Canal and Denver and Rio Grande Railroad Tracks.

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ARTICLE VII

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.

ARTICLE VIII

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, 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.

ARTICLE IX

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 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.

ARTICLE X

PETS, LIVESTOCK AND FOWL

Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink and swine are not permitted on any lot either temporarily or permanently. However, there shall be permitted no more than a total of four horses or cattle or any combination thereof. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner.

ARTICLE XI

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.

ARTICLE XII

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 the case of a rounded property 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 line with the edge of a driveway pavement or bridle path. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

