

WHEN RECORDED, PLEASE RETURN TO: WEST JORDAN CITY ATTORNEY, P.O. Box 428
WEST JORDAN, UTAH 84084

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Penri Koroligos
Penri Koroligos

REC'D
West Valley City

DEC 11 10 34 AM '84

KATHLEEN DIXON
RECORDER
SALT LAKE COUNTY

DECLARATION OF BUILDING AND USE COVENANTS,
CONDITIONS AND RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the present owner and the developer of the following described real property located in the City of West Jordan, Salt Lake County, State of Utah, to-wit:

Lots 1 to 52 inclusive, "Suntree Meadows No. 1 Subdivision," according to the official plat thereof, as recorded in the office of the County Recorder of said County, and more particularly described as follows:

Beginning at a point N0°05'54"W, 1648.83 feet along the Section Line from the southwest Corner of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence N0°05'54"W, 620.00 feet; thence S89°50'41"E, 1456.315 feet; thence S0°09'21"W, 318.795 feet; thence West, 94.340 feet; thence N81°49'13"W, 50.510 feet; thence West, 184.00 feet; thence N87°01'28"W, 50.067 feet; thence West, 92.000 feet; thence N45°00'W, 104.389 feet; thence West, 557.03 feet; thence South 92.000 feet; thence S16°41'57"E, 52.202 feet; thence South 194.814 feet; thence S64°23'27"W, 103.620 feet; thence N89°50'41"W, 57.820 feet; thence N30°00'W, 37.379 feet; thence Northwesterly 30.940 feet along the arc of a 25.00 foot radius curve to the left (chord bears N65°27'24"W, 29.00 feet); thence Westerly 23.810 feet along the arc of a 125.00 foot radius curve to the right (chord bears S84°32'33"W, 23.77 feet); thence West, 83.23 feet; thence Southwesterly 39.310 feet along the arc of a 25.00 foot radius curve to the left (chord bears S44°57'03"W, 35.38 feet); thence S0°05'54'E, 16.638 feet; thence N89°50'41"W, 40.000 feet to the point of beginning.

Contains: 1.7913 Acres.

SUBJECT TO and together with any and all easements, rights-of-way and reservations of record.

does hereby establish the nature of the use and enjoyment of all lots in said subdivision and does declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

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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 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, except that used brick may be used 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 or 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 similarly 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 \$25,000 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of 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 above ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet. All dwellings must have off street parking for at least 2 cars.

4. Building Location.

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

(b) No dwelling shall be located nearer than 8 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 shall be located on any

interior lot nearer than 25 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

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

5. Lot Area and Width. No dwelling shall be erected or placed on any lot of less than 6400 square feet, or any lot having a width of less than 70 feet at the building setback line.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 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. 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 storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted on lots 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot any time as a residence either temporarily or permanently. No mobile homes are permitted.

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

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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. 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 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 butting 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 Intersection. 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 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 intersections 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, 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.

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. Front yards of

all single family houses shall be landscaped with a minimum of two trees, five shrubs and grass and/or appropriate landscape ground cover in remaining area or similar combination subject to approval.

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 public authority or a 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, not 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 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 John Gaskill, Richard Skankey and Russ Tate.

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

TRI-SKAN, INC.,
a Utah corporation

By: Richard L. Skankey
Its: President

ATTEST

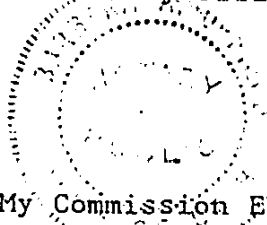
By: John R. Gaskill
Its: Asst. Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 14th day of December, 1984, personally appeared before me Richard L. Skankey and John R. Gaskill, who being by me duly sworn did say, that they are the President and Assistant Secretary, respectively, of Tri-Skan, Inc., a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of the bylaws and/or a resolution of its Board of Directors and said Richard L. Skankey and John R. Gaskill duly acknowledged to me that said corporation executed the same.

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IN WITNESS WHEREOF, I have hereunto set my hand and
affixed by official seal this 14th day of December, 1984.



Barbara A. Offield
Notary Public
Residing in: Salt Lake City, Utah

My Commission Expires:

April 20, 1986

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