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4205357

CREEKWOOD SUBDIVISION NO. 2

DECLARATION OF BUILDING, USE RESTRICTIONS
AND PARTY WALL DECLARATION

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:

Lots 201 through 235, inclusively, of the Creekwood Subdivision No. 2, according to the official plat thereof as recorded in the Office of the Salt Lake County Recorder.

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 lots 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 single-family dwelling not to exceed two stories in height and private garages and/or carports for not more than two vehicles. All construction to be of new materials.

2. Architectural Control. No building or fence shall be erected, placed, or altered on any lot until the construction plans and specification and a plan showing the location of the structure of fence 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. 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 \$30,000 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 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 porches and garages, shall be not less than 850 square feet for one-story structures. Two-story structures shall be not less than 500 square feet on the lower floor and not less than 400 square feet on the upper floor.

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) The privacy wall side of the house shall be allowed to be located on the property line. A minimum 8'6" side yard for the opposite side shall be required. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. Other permitted accessory buildings may be located 10 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, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

WHEN RECORDED, PLEASE RETURN TO: West Jordan City Attorney, P. O. Box 428, West Jordan, Utah 84084

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5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 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. 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 or 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, irrigation company, 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 clothes drying or storage of articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purposes. 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 at 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 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 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.
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 the 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, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon the request of the Architectural Control Committee. All lots will be required to have landscaping within 30 days of occupancy of the structure thereon as follows unless otherwise granted by the Architectural Control Committee: front, side and rear yards with sod or equivalent, 4 six foot trees minimum and 16 low-lying shrubs minimum.
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 a public authority, irrigation company or utilities company is responsible.
16. Recreational Vehicles. Only those Recreational Vehicles which can be parked entirely within the garage or carport with the garage door or carport gates closed completely can be kept in the subdivision. Under no circumstances can a recreational vehicle be parked in the driveway or streets except for loading and unloading.

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 owner of record of each lot shall have one vote and a majority of the votes shall have the power through 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 George H. Hobbs, Michael Hobbs, and David Hobbs.
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 not 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. Terms. 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 seventy-five percent (75%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The owner of record of each lot shall have one vote.

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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 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.

4. Amendment. These covenants may be amended by the written acceptance of seventy-five percent (75%) of the fee simple title owners..

SPECIAL EXTERIOR WALL AND PATIO EASEMENTS

Each residence shall contain one windowless and doorless exterior wall (the "Privacy Wall") which shall face on adjacent lot ("Adjacent Lot").

1. Drainage Easement and Roof Runoff. An easement is hereby granted to the owner of the "Adjacent Lot" to enter upon, across, over, and under any lot for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of his lot so as to improve the drainage of water from his lot. It shall be the responsibility of each owner to take appropriate measures, whether by landscaping or otherwise, to protect an "Adjacent Owners Lot" from water running off the roof and no owner shall have liability to otherwise be responsible to any other owner for any loss, expense, or damage resulting from such roof runoff.

2. Patio and Repair Easements. Subject to the temporary easements hereinafter described, a perpetual exclusive easement covering the ground area between: (1) a line running the length of the "Privacy Wall" and extending to the front and rear of each lot containing the "Privacy Wall", and (2) the property line of each Adjacent Lot is hereby created for the benefit of the owner of each such Adjacent Lot. Such easement areas are expected to be approximately 3'6" wide (the minimum side yard setback). Such easement may be used by the owner of each Adjacent Lot for any purposes consistent with the Declaration. In addition to this "Privacy Wall Easement", each owner of a residence shall have an easement on the property surrounding an adjacent owners' residence, whether the same is located on such other owners' lot or the perpetual Privacy Wall Easement above described, for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair any Privacy Wall or other exterior wall or the roof of a residence. Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform such maintenance. Such temporary easement shall extend onto such other owners' lot as Privacy Wall Easement for only such distance as is reasonably required to undertake and perform such repairs and maintenance work.

3. Rights of Owner with respect to Maintenance of Privacy Wall. The owner of the residence containing the Privacy Wall shall have the right at all reasonable times to enter the Privacy Wall Easement and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining or restoring the Privacy Wall, provided, however, that such access shall be permitted only at reasonable times during daylight hours and with the prior knowledge of the owner of the Adjacent Lot.

4. Restrictions on Owner of Adjacent Lot. The owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use of the Privacy Wall by its owner including, but not limited to, refraining from attaching any objects to such wall, such as wires, trellises and plantings; defacing the wall in any manner; placing graphics or other design work (whether painted or otherwise) on the Privacy Wall; or using the wall as a playing surface for any sport.

5. Restrictions on Owner with residence Containing Privacy Wall. The owner of the residence containing the privacy wall shall similarly be prohibited from attaching anything to such wall or from altering it in any way other than maintaining the wall in such manner as shall be approved by the Architectural Control Committee. Additionally, the owner of such residence shall not make any openings for windows, doors, or otherwise on such Privacy Wall and shall take no other action, except as specifically contemplated herein, in connection with such Privacy Wall which shall interfere with the privacy of the owner of the Adjacent Lot.

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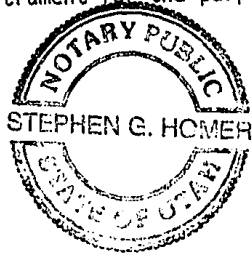
Dated this 21st day of February, 1986.

George H. Hobbs

Pauline Hobbs

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 21st day of February, 1986, personally appeared before me GEORGE H. HOBBS and PAULINE HOBBS, who, being sworn by me, did acknowledge that they signed the foregoing instrument for the purposes therein stated.



Stephen G. Homer

NOTARY PUBLIC residing in Orem, Utah.
My commission expires April 15, 1989.

2600.

Edward M. Nika
EDWARD MIKA

REC'D at
FEB 24 12 08 PM '86
West Jordan City

KATHLEEN J. JONSON
RECORDER
SALT LAKE COUNTY,
UTAH

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