

4403468

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE HOMESTEAD AT 22ND STREET SUBDIVISION

THIS DECLARATION is made this 3rd day of Feb, 1987, by
Bach Development Incorporated, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of certain property (herein the "Lots")
in South Jordan City, Salt Lake County, State of Utah, more particularly
described as follows:

All of Lots, 1-29, 201-228, 301-332, The Homestead
at 22nd Street Subdivision according to the official
plat thereof filed with the Salt Lake County Recorder
in Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together
with the Common Easements as specified herein, shall hereafter be subject
to the covenants, conditions, restrictions, reservations, assessments,
charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of pro-
tecting the value and desirability of the Lots, that all of the Lots shall
be held, sold and conveyed subject to the following easements, restrictions,
covenants and conditions, which shall run with the Lots, and be binding on
all parties having any right, title or interest in the Lots or any part
thereof, their heirs, successors and assigns, and shall insure to the benefit
of each Owner thereof.

ARTICLE 1

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of
the President and Vice President of Bach Development Incorporated. A maj-
ority 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 re-
maining members of the committee shall have full authority to select a
successor. Neither members of the committee, nor its designated represent-
ative shall be entitled to any compensation for services performed pursuant
to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these
covenants shall be in writing. The Owner must submit a set of formal plans,
specifications, and site plan to the Committee before the review process can
commence. 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, approval will not be required and the related coven-
ants shall be deemed to have been fully complied with.

BOOK 5678 PAGE 2339

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION 1. 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 shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling, Quality, and Size. The ground floor level of any private dwelling shall be 1500 Sq. Ft. or more for a one story dwelling or regarding a two-story dwelling, the ground level floor area, exclusive of open porches and garages, shall be at least 1200 Sq. Ft. and the second level must equal at least 2/3 of the ground floor area, except that if the ground floor area is at least 1500 Sq. Ft. there shall be no minimum requirement for the second level floor area. Tri-levels shall be figured as the main and upper floor constituting the main floor area square footage. (Minimum 1500 Sq. Ft.) Each dwelling must have an attached garage for a minimum of 2 cars. Each dwelling must be covered with all brick or the equivalent as approved by the Architectural Control Committee.

Section 3. City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of South Jordan, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

Section 4. Easement. Easements for installations 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 5. 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.

Section 6. Temporary Structures. No structures 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.

Section 7. 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

BOOK 5878 PAGE 2340

Section 8. Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 year of occupation of dwelling. A strip of ground against the fence line across the width of the rear yard must be planted with evergreen shrubs by the homeowner, which will fill in to form a sight barrier 6' high on the Lots bounding the south side of the subdivision. A similar strip on the lots bounding the north, east and west side of the subdivision must be planted to fill in to form a sight barrier 5' high. All parkstrips must be planted in grass and Honey Locust trees (or equivalent) and shall be planted 30' apart in parkstrips throughout the subdivision. The trees shall be 5 gallon in size and shall be purchased, planted, and cared for by the homeowners and their placement shall be directed by the Architectural Control Committee.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 18th day of February, 1987.

DECLARANT:

Bach Development Incorporated

By Dale L. Rindlsbacher
Dale L. Rindlsbacher

Title President

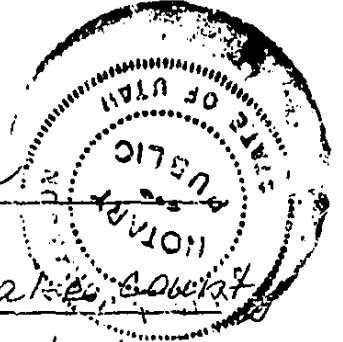
BOOK 5878 PAGE 2341

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

On the 18th day of February, 1987, personally appeared
before me Dale L. Rindlishacher, who being by me duly sworn
did say that he is the President of Bach Development Inc.,
that he signed the foregoing instrument by proper authority, and he
duly acknowledged to me that said corporation executed the same.

Dale L. Rindlishacher
NOTARY PUBLIC

Residing at: Salt Lake County
Utah



My Commission Expires:

9/15/87

BOOK 5878 PAGE 2342

9192 So. 300 W. Sandy, UT
84070

2200

KATIE L. SIXON
RECORDER
SALT LAKE COUNTY
UTAH

FEB 18 3 44 PM '87

Bach Development

REQ OF

\$ _____ DEP _____

RECEIVED
BRENDA GRAY