

5148201

Capital Assets Fin.

6000 S, 300 E, #200

SLC, UT 84107

PROTECTIVE COVENANTS

3600

CAPITAL ESTATES

5148201
31 OCTOBER 91 12:05 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: DIANE KILPACK, DEPUTY

R101417

City of South Jordan

LEGAL DESCRIPTION:

ALL OF LOTS 1-53, INCLUSIVE, CAPITAL ESTATES SUBDIVISION AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE

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 one or two stories in height and a private 2-3 car garage.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure 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 locations with respect to topography and finish grade elevation and to meet South Jordan City Requirements. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The architectural Control Committee is composed of Rob Haertel, Alma Hansen and Ken Sacco. 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 shall have full authority to designate a successor. None of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the current owners of record 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 restore to the committee any of its power and duties.

Any Lot owner may apply for a variance to covenants by submitting in writing to Architectural Committee any necessary changes.

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 specification 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 related covenants shall be deemed to have been duly complied with.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. Associated Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

BK6371Pg2187

3. No dwelling shall be permitted on any lot at a cost of less than \$75,000.00 plus lot, based upon the cost levels prevailing on the date of these covenants, it being the intent 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 costs stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1600 square feet (main living area) for a multi-level dwelling. All dwellings shall be constructed with a minimum all sides being brick, stucco, stone or masonry. The main level must be at least 33% brick.

No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. The minimum distance from the main building of the rear lot line shall be 15 feet. For the Purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot, to encroach upon another lot. A detached garage and/or carport or other permitted accessory building may be located next to a side lot line in accordance with the South Jordan, City Zoning Ordinance. South Jordan City can modify or change any of the above requirements. The minimum side yard is eight feet exclusive of bay windows and chimneys, etc. which can extend at maximum two feet into the eight foot side yard requirement.

4. Easement 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 of flow of 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.

5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line or an area of less than 10,000 square feet, or such minimum as determined by South Jordan City.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front twelve feet of each lot as shown on plat.

7. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign that is approved by South Jordan and meets their requirements or a sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

10. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall 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.

11. 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 sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of 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.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; with the exception that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and comply with South Jordan City animal control ordinances.

13. These covenants are to run with the land and shall be binding on all persons and parties claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded changing said covenants in whole or in part.

14. Enforcement shall be 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 damage.

15. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.

These covenants hereby entered into and agreed to by the owners of all the lots this day, which shall continue in force for any and all future owners.

BK6371PG2189

Dated: 10/10/91

Capital Assets Financial Services

by: *R. Haertel*
its: President

State of Utah:
County of Salt Lake:

On the 10th day of October, 1991 personally appeared before me Rob Haertel, President of Capital Assets Financial Services, who swears that he is duly empowered by its Board of Directors and signed the same.

Alma Hansen

Notary Public
Residing in Salt Lake City

My commission expires: 10/28/93

