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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
REC BY: S WEST , DEPUTY - WT

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney
8000 South Redwood Road
West Jordan, Utah 84088

DECLARATION OF RESTRICTIVE COVENANTS

LONE PEAK VIEW ESTATES, INCORPORATED, a Utah corporation, as owner of the real property described herein, acting through its authorized agent, hereby declares and records the following "Declaration of Restrictive Covenants" which will be effective against the real property described herein and the owners of said property.

These Restrictive Covenants are imposed upon and effective against

LONE PEAK VIEW ESTATES NO. 2 SUBDIVISION, according to the official plat thereof on file with the Office of the Salt Lake County Recorder and consisting of Lots 201 through 224, inclusively.

1. IMPROVEMENTS.

A. Type of structure. No building other than one single-family dwelling house shall be erected on any of the said lots. No house constructed on any of the said lots be used for any purpose other than a dwelling house.

B. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage or others outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.

2. ARCHITECTURAL CONTROL COMMITTEE

A. Creation. An Architectural Control Committee consisting of three members has been created by the undersigned for the purpose of approving, rejecting, and/or requiring modification of any plans or specifications for structure to be erected on lots within the subdivision and for enforcement of the covenants and conditions herein specified, so that all structures and properties shall conform to the restrictions and general plan of the undersigned and of the Committee for the improvement and development of the whole subdivision.

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B. Members. The Architectural Control Committee, as of the date of the recordation of these Restrictive Covenants, consists of the following persons:

Roger J. Knight
3517 South West Temple Street
Salt Lake City, Utah 84115

James L. Knight
3517 South West Temple Street
Salt Lake City, Utah 84115

Bill Heiner
275 East 6100 South
Salt Lake City, Utah 84107

The undersigned may fill vacancies in the Committee and remove members thereof if it so desires. However, when ninety percent of the lots in said Subdivision have been sold (whether under contract or for cash), then, upon the written designation of the owners of not less than eighty-five percent of the lots within the Subdivision designating some particular person or persons to serve as a member or members of said committee, the undersigned will forthwith appoint such person or persons, if necessary, and remove from the committee and existing members or existing members to create vacancies for the new appointee or appointees; provided, however, that at least one person designated by the undersigned shall always be a member of said Committee unless the undersigned desires otherwise.

C. Representative and compensation. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants.

D. Action. The Architectural Control Committee may act by affirmative vote of any two of its members. Any authorization or approval made by the committee must be in writing and signed by at least two members thereof. In the event the committee or its designated representative fail to approve or disapprove of plans and specifications only within fifteen calendar days after the plans and specifications have been submitted to the Committee, approval for such plans shall be deemed to have been given.

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3. MUTUAL AND RECIPROCAL BENEFITS

All of the said restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every lot created and the owners thereof and shall be mutual and equitable servitude upon each of said lots in favor of each other lot and owner thereof on the aforesaid property and shall be reciprocal rights and obligations between the owners of all of the said lots so created and shall be a privity of contract and estate between Grantees of said lots, their heirs, successors and assigns and shall, as to the owners of each lot in the subdivision, their heirs, successors and assigns, operate as covenants and conditions running with the land for the benefit of all other lots in the subdivision. The obligations arising under these Restrictive Covenants are specifically enforceable. Consideration for these agreements and the obligations thereunder shall be the purchase of the lots and the reliance upon the obligations of these Restrictive Covenants. If litigation is necessary to enforce the provisions of these Restrictive Covenants, the defaulting party shall be obligated to pay to the Architectural Control Committee the cost of the litigation, including a reasonable attorneys fee. In the event the Architectural Control Committee refuses to enforce the provisions of these Restrictive Covenants, any lot owner may enforce the provisions of these Restrictive Covenants in the same manner and with the same rights as the Architectural Control Committee.

4. TERMS OF RESTRICTIVE COVENANTS AND AMENDMENT

Each of the restrictions, conditions, covenants and agreements set forth herein shall continue in full force and effect and be binding until the first day of January, 1997, upon which date the same shall be automatically continued for successive periods of ten years each unless it is agreed by vote of the then record owners of a majority of the lots, to do away with the same; provided, however, that at any time after 1 January 1997 these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record owners of a majority of the lots in the subdivision.

Nothing in these Restrictive Covenants shall prevent the owners of a majority of the lots in the Subdivision to adopt other restrictive covenants, not inconsistent with these restrictive covenants, concerning the lots within the subdivision; provided, however, that before such supplemental restrictive covenants are effective a signed original copy thereof, signed by the record owners of a majority of the lots within the Subdivision, shall be filed with the Salt Lake County Recorder.

Executed this 25th day of March, 1994.

LONE PEAK VIEW ESTATES, INCORPORATED

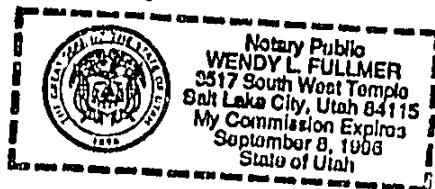
By: James L. Knight
James L. Knight

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On the _____ day of March, 1994, JAMES L. KNIGHT personally appeared before me and, on his oath, acknowledged to me that he signed the foregoing Declaration of Restrictive Covenants and was signed for in behalf of said Corporation pursuant to authorization from the Board of Directors of said Corporation.

NOTARY PUBLIC

Wendy L. Fullmer



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