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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
STEVEN R PETERSON  
2528 KEDDINGTON LN SLC, 84117  
REC BY: B GRAY DEPUTY - WI

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
MAINTENANCE AGREEMENT  
FOR  
KOEGLER SUBDIVISION AMENDED

This Declaration of Covenants, Conditions and Restrictions, and Maintenance Agreement of Koegler Subdivision Amended is made and executed this 1<sup>st</sup> day of July, 1994, by STEVEN R. PETERSON and JAMES R. JOHNSON (hereinafter collectively referred to as "Declarant").

RECITALS

A. Declarant is the record owner of a certain parcel of real property located in Salt Lake County, Utah, more particularly described below (the "Property"). Declarant desires to develop the Property as a Six (6) Lot Subdivision Project (the "Project").

Beginning at a point on the North boundary line of 4430 South Street, said point being North 0°11'50" East 185.97 feet and South 86°57'53" East 138.043 feet from the West quarter corner of Section 2, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°11'50" East 117.57 feet, thence North 71°10'00" East 414.07 feet, thence South 0°11'00" West 272.00 feet, thence North 86°57'53" West 391.99 feet to the point of beginning.

B. Declarant intends to establish a common scheme and plan for the sale, possession, use, enjoyment, repair, maintenance, and improvement of the Project; to secure and maintain proper setbacks from streets and adequate free space between structures and in general to provide for a high type and quality of improvements on said lots and thereby to enhance the values of the investments made by the purchasers of said lots.

C. Declarant has determined that in order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to create a Declaration and Maintenance Agreement relating to the sale, possession, use, enjoyment, repair, maintenance, and improvement of the Project.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, used and maintained subject to the following Declaration and Agreement as to easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses to which the Project may be put. These terms, covenants, conditions and

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restrictions shall be deemed to run with the land and shall be a burden and a benefit to the said Property and to any person acquiring or owning and interest in any Lot.

#### 1. DEFINITIONS.

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:

1.1 Common Expenses shall mean and refer to all sums which are expended for the common benefit of all Owners, and which are to be shared among the Owners as provided in this Declaration, on the basis of one share for each Lot owned. Such Common Expenses will include, but not necessarily be limited to, sums expended for maintenance, plowing, repair and replacement of the common road in the Project over which all Owners have an easement pursuant to paragraph 6.2 below, sums expended for planting, mowing, irrigating and maintenance of the areas between the common road and the "Southerly boundary of the Project, over which all Owners have an easement pursuant to paragraph 6.2 below, and maintenance and repair of the fence which currently exists along portions of the Southerly edge of the Project.

1.2 Declarant shall mean and refer to Steven R. Peterson and James R. Johnson; any successors to or grantees of such individuals who, either by operation of law or through a voluntary conveyance, transfer, or assignment, come to stand in the same relation to the Project, as the original Declarant.

1.3 Declaration shall mean and refer to this instrument as amended from time to time.

1.4 Dwelling shall mean and refer to a separate residential dwelling unit together with garages and/or other attached structures located on a Lot within the Project.

1.5 Lot shall mean and refer to those six (6) single family residential building lots identified and referred to in this Declaration and on the Map.

1.6 Map shall mean and refer to the subdivision Plat entitled "KOEGLER SUBDIVISION AMENDED", which is on file in the office of the Salt Lake County Recorder in Book 94-4 Page 113, as Entry # 5808716.

1.7 Owner shall mean and refer to the person or entity holding a record fee simple ownership interest in a Lot, including Declarant and purchasers for cash or under installment contracts. Owner shall not include persons or entities who hold an interest in a Lot or Dwelling merely as security for the performance of an obligation.

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1.8 Project shall mean and refer to the real property described on the Map, together with all improvements thereon.

## 2. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Lot created on the Property and shall be intended to create a mutual equitable servitude on each Lot in favor of every other Lot, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

## 3. PERSONS BOUND.

This declaration shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Lot or Dwelling in the Project shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

## 4. LAND USE AND BUILDING TYPE.

4.1 No lot shall be used except for single family residential and related purposes.

4.2 No building shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling and a private garage for not more than four (4) vehicles,

4.3 No lot or building shall be used, rented or leased for any purposes in violation of applicable zoning or other legal restrictions or regulations.

4.4 Accessory buildings may be permitted subject to compliance with all zoning and other land use regulations then in effect of Salt Lake County or successor government entity.

4.5 No trailer, basement, tent, shack or other out buildings shall be placed upon or used at any time within the Project as a temporary or permanent residence.

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4.6 See attached Exhibit A for additional building requirements and by this reference made a part hereof.

4.7 In addition to the requirements and limitations set forth in this paragraph 4 and otherwise in this Declaration, all building plans, site plans, and landscape drawings relating to construction on the Lots shall be submitted to Declarant for review and written approval prior to beginning of construction on any Lot. Construction shall not be commenced on any Lot prior to receipt of Declarant's written approval of said plans. The intent of this provision is to insure that building and landscape design concepts are based on enhancing the overall appearance and environment of the Project.

## 5. NUISANCES AND RELATED MATTERS.

5.1 No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on in or upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the other Owners.

5.2 No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Provided, however, common household pets shall be permitted.

5.3 No storage of any articles, materials, equipment or vehicles of any nature, including boats, is permitted in the front yard of any Lot, except that regularly used passenger cars and light trucks may be parked upon the driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment shall be stored in a garage or accessory building. No cars, boats, trucks, trailers, ATVs or vehicles of any kind may be parked over night on or along the common road in the Project over which all Owners have an easement pursuant to paragraph 6.2 below, or on or along the road or driveway between Lots 5 and 7 over which the Owners of those Lots have an easement pursuant to paragraph 6.3 below.

5.4 No signs other than name plates shall be displayed to the public view on any Lot, except one sign for sale of the Lot. All signs shall comply with relevant governmental ordinances and regulations.

5.5 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any Lot.

5.6 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

5.7 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot. Provided, however, that a satellite dish may be placed on any lot provided it is substantially screened from view.

5.8 Substantial changes in the elevation of the land shall be prohibited on each Lot. Specifically, the elevation and contours of the land in the rear yard of each Lot must not be substantially altered since such elevations and contours have been designed to receive and detain storm water runoff.

5.9 An Owner shall not, by deed, plat or otherwise, subdivide or in any manner cause his or her Lot to be separated into physical tracts or parcels smaller than the whole Lot as shown on the Map or as provided in this Declaration, nor shall any Owner cause, suffer or permit the fee ownership of his or her Lot or Dwelling to be separated or divided into annually recurring time-share units or time-share units of any other duration, form or kind whatsoever.

## 6. EASEMENTS AND RIGHTS-OF-WAY.

6.1 Such Easements and Rights-of-Way as are shown on the Map shall be reserved to the Declarant, its successors and assigns, in and over the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telecommunication services, cable television, sewage, storm drain and other things for the benefit and convenience of the Owners of Lots, as shown on the subdivision plat. The easement reflected on the Map as a Mtn. Fuel Co. Easement, shall in addition be reserved as a general utility easement to the Declarant, its successors and assigns, in and over the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telecommunications services, cable television, sewage, storm drain and other things for the benefit and convenience of the Owners of Lots. No structures of any kind shall be erected over any such Easements or Rights-of-Way.

6.2 The Owner of each Lot shall receive a perpetual non-exclusive easement, for their ingress and egress and general use and enjoyment over the following described portion of the Project:

Beginning at a point on the North boundary line of 4430 South Street, said point being North 0°11'50" East 185.97 feet and South 86°57'53" East 138.043 feet from the West quarter corner of Section 2, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°11'50" East 117.57 feet, thence South 55°52'21" East 145.29 feet to the TRUE POINT OF BEGINNING; thence

BK 6973 PG 2849

South  $03^{\circ}02'07''$  West 42.4 feet; thence South  $86^{\circ}57'53''$  East 142.20 feet; thence North  $03^{\circ}02'07''$  East 36.1 feet; thence North  $38^{\circ}00'50''$  East 7 feet; thence Westerly in a straight line to the TRUE POINT OF BEGINNING.

Each of the Lots shall also be conveyed subject to the easement which is described immediately above, and no structures of any kind shall be erected over such easement.

6.3 The Owners of Lots 5 and 7 shall each receive a perpetual non-exclusive easement, for their ingress and egress and general use and enjoyment over the approximately 20 foot wide "tail" portion of Lot 6, which extends generally southwesterly from the main body of Lot 6, between Lots 5 and 7, to the southerly boundary of the Project, which easement shall be more particularly described as follows:

Beginning at a point on the North boundary line of 4430 South Street, said point being North  $0^{\circ}11'50''$  East 145.97 feet and South  $86^{\circ}57'53''$  East 138.043 feet from the West quarter corner of Section 2, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North  $0^{\circ}11'50''$  East 117.57 feet, thence North  $71^{\circ}10'00''$  East 41.07 feet, thence South  $0^{\circ}11'00''$  West 125.20 feet, thence South  $61^{\circ}16'31''$  West 96.6 feet to the TRUE POINT OF BEGINNING; thence South  $38^{\circ}00'50''$  West 72.83 feet; thence S  $03^{\circ}02'07''$  West 36.1 feet; thence South  $86^{\circ}57'53''$  East 20 feet; thence North  $03^{\circ}02'07''$  East 42.4 feet; thence North  $38^{\circ}00'50''$  East 59.36 feet thence Northeasterly in a straight line to the TRUE POINT OF BEGINNING.

Lot 6 shall be conveyed subject to the easements for Lots 5 and 7 which are described immediately above, and no structures of any kind shall be constructed over such easements.

#### 7. BOUNDARY CHANGE BETWEEN LOTS 6 AND 7.

The Owner of Lot 6 shall also receive and have included in the conveyance at the time of purchase of Lot 6, the following described portion of Lot 7:

Beginning at a point North  $00^{\circ}11'00''$  East 133.086 feet from the Southeast corner of Lot 7, Koegler Subdivision Amended, as recorded with the office of the Salt Lake County Recorder and running thence South  $80^{\circ}15'29''$  West 36.93 feet; thence North  $61^{\circ}16'31''$  East 41.55 feet; thence South  $00^{\circ}11'00''$  West 13.72 feet to the Point of Beginning. Contains .006 acres more or less.

The Owner of Lot 6 shall have excepted out and not included in the conveyance at the time of purchase of Lot 6, the following described portion of Lot 6:

Beginning at a point North 00°11'00" East 133.086 feet and South 80°15'29" West 36.93 feet from the Southeast corner of Lot 7, Koegler Subdivision Amended, as recorded with the office of the Salt Lake County Recorder and running thence South 61°16'31" West 55.05 feet; thence North 38°00'50" East 16.74 feet; thence North 61°16'31" East 20.45 feet; thence North 80°15'29" East 20.32 feet to the Point of Beginning. Contains .006 acres more or less.

The Owner of Lot 7 shall also receive and have included in the conveyance at the time of purchase of Lot 7, the following described portion of Lot 6:

Beginning at a point North 00°11'00" East 133.086 feet and South 80°15'29" West 36.93 feet from the Southeast corner of Lot 7, Koegler Subdivision Amended, as recorded with the office of the Salt Lake County Recorder and running thence South 61°16'31" West 55.05 feet; thence North 38°00'50" East 16.74 feet; thence North 61°16'31" East 20.45 feet; thence North 80°15'29" East 20.32 feet to the Point of Beginning. Contains .006 acres more or less.

The Owner of Lot 7 shall have excepted out and not included in the conveyance at the time of purchase of Lot 7, the following described portion of Lot 7:

Beginning at a point North 00°11'00" East 133.086 feet from the Southeast corner of Lot 7, Koegler Subdivision Amended, as recorded with the office of the Salt Lake County Recorder and running thence South 80°15'29" West 36.93 feet; thence North 61°16'31" East 41.55 feet; thence South 00°11'00" West 13.72 feet to the Point of Beginning. Contains .006 acres more or less.

#### 10. FENCES.

No fence shall extend beyond the front portion of a constructed home in the front yard of any Lot. No fence shall extend beyond the easterly 40 feet of the North boundary of Lot 7 of Koegler Subdivision Amended. No fence shall extend beyond the northerly 60 feet of the West boundary line of Lot 6 of Koegler Subdivision Amended.

#### 11. MAINTENANCE, REPAIRS AND REPLACEMENT.

11.1 The Owners shall jointly be responsible for maintaining, plowing, repairing, and if necessary, replacing the common road in the Project over which all Owners have an easement pursuant to paragraph 6.2 above.

11.2 The Owners shall jointly be responsible for maintaining, and repairing, and if necessary, replacing the fence which currently exists along portions of the southerly edge of the Project.

11.3 The Owners shall jointly be responsible for planting, mowing, irrigating, and maintaining in an attractive manner the areas between the common road and the Southerly boundary of the Project over which all Owners have an easement pursuant to paragraph 6.2 above, as well as the area between the fence which currently exists along portions of the Southerly edge of the Project, and the Southerly boundary of the Project.

11.4 A "Manager" shall be designated to see that the responsibilities set forth in this paragraph 11 are carried out. The initial Manager shall be the Owner of the first Lot which is sold by the Declarant. The initial Manager shall serve for at least one year, unless he or she sooner resigns. At any time after one year, the Owners of a majority of the Lots may at any time select a new Manager and give notice in writing to the former Manager as to the replacement, which replacement shall become effective immediately upon receipt of the written notice by the former Manager. Upon the resignation of any Manager, the Owners shall by majority vote immediately designate a new Manager. Except for the initial Manager, the Manager need not be an Owner. In the event that a majority of Owners cannot agree on selection of a new Manager in the event of the resignation of a Manager, then the new Manager shall be selected by the Owner who has owned his or her Lot the longest.

11.5 The expenses of carrying out the responsibilities set forth in this paragraph 11 shall be known as Common Expenses, and are to be shared among the Owners of all Lots on an equal basis, with the Owner of each Lot being responsible for a one-sixth (1/6) share of the total expenses.

11.6 The Manager shall assess each Owner on a monthly basis, said Owner's share of the Common Expenses, beginning for all Lots with the first month after closing of the first Lot sold. The initial monthly assessment shall be given to each Owner in writing, and shall be considered a continuing monthly assessment in that same amount, until a subsequent assessment in writing is given to each Owner advising him or her of a change in the amount of the assessment. In calculating and making monthly assessments, the Manager may provide for and maintain a reserve in an amount reasonably anticipated to be necessary to cover Common Expenses for up to six (6) months in advance. Provided, however, in no event shall the Manager incur or contract to incur any single Common Expense in excess of One Thousand Dollars (\$1000.00) without the written approval of the Owners of a majority of the Lots.

11.7 Each assessment shall be due by the tenth (10th) day of each month, and shall be made payable to the Manager. Assessments not paid when due shall bear interest at the rate of eighteen percent (18%) per annum until paid. The Manager shall open and maintain a separate bank account for purposes of holding funds obtained from Owners to pay Common Expenses, and all such

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funds shall at all times be held by the Manager in trust for the benefit of the Owners. None of Manager's personal funds shall be intermingled in said separate bank account.

11.8 Manager shall keep accurate books and records regarding Common Expenses and said records shall be made available for inspection and copying by any Owner upon request. Upon designation of a new Manager, the former manager shall provide the new Manager with an accounting of the Common Expense expenditures and shall immediately turn over to the new Manager all of the Common Expense funds which the old Manager is at that time holding on behalf of the Owners.

11.9 There shall be a lien upon the applicable Lot for unpaid assessments which shall also secure reasonable attorney's fees and all costs and expenses, including taxes, if any, incurred by the Manager because of such a lien. The lien for assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof for taxes past due and unpaid on the Lot, and amounts due under duly recorded mortgages which were recorded prior to the recording of the lien for assessments. Manager shall be authorized to record a lien for nonpayment of assessments against any Lot at any time payment of the assessment for Common Expenses to the Owner of that Lot is more than sixty (60) days overdue. The lien for nonpayment of Common Expenses may be enforced by sale or foreclosure of the Owner's interest by the Manager, for the benefit of the Owners of the other Lots, such sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In connection therewith, each Owner is hereby deemed to have given and granted a power of sale to any attorney licensed in the State of Utah and selected by the Manager to act as trustee in the event that any such lien is foreclosed in the manner provided by law for foreclosure of deeds of trust.

11.10 Manager shall be entitled to engage the services of such persons, including but not limited to attorneys and accountants, and take such action as he or she deems reasonably necessary to enable Manager to carry out the responsibilities set forth in this paragraph 11. This provision shall be construed to permit the Manager, at his or her option, to contract with or hire an independent property manager to actually carry out the responsibilities and make the assessments and collections set forth in this paragraph 11, for a reasonable fee, which fee shall be treated as a Common Expense.

## 12. AMENDMENT.

Except as otherwise provided in this declaration and except as prohibited by law, the provisions of this Declaration may be

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amended by the unanimous approval and consent in writing of Owners of each of the Lots in the Project. No amendment shall be accomplished until recordation at the office of the Salt Lake County Recorder, of an instrument evidencing and setting forth such amendment, occurs.

**13. NO WAIVER.**

The failure of the Owners, to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition, or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Manager of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach.

**14. ENFORCEMENT.**

Each Owner shall strictly comply with the provisions of the Declaration, and decisions issued pursuant thereto. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by an Owner, or in an appropriate case, by the Manager on behalf of the Owners.

**15. OWNERS BOUND BY CONTRACT.**

The Owners and future Owners of each Lot in the Project shall at the time of closing of the purchase on his or her Lot be deemed, in consideration of the sale of the Lot by the former Owner, to become a signatory to this Declaration and be thereby bound by Contract to all other Owners of Lots in the Project, as to the terms contained herein.

**16. SEVERABILITY.**

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial, invalidity or nonenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

**17. CAPTIONS.**

The captions in this Declaration are inserted; only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

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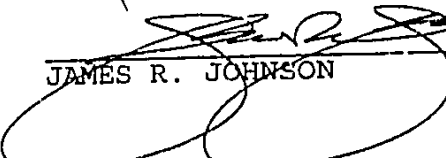
18. LAW CONTROLLING.

This Declaration, and the Map shall be construed and controlled by and under the laws of the State of Utah.

19. EFFECTIVE DATE.


This Declaration shall take effect when recorded.

  
\_\_\_\_\_  
STEVEN R. PETERSON

  
\_\_\_\_\_  
JAMES R. JOHNSON

STATE OF UTAH )  
(ss.  
COUNTY OF SALT LAKE

On the 15<sup>th</sup> day of July, 1994, personally appeared before me STEVEN R. PETERSON and JAMES R. JOHNSON, who being by me duly sworn, did say and acknowledge that they are the signers of the foregoing instrument, and that they executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at Salt Lake County

My Commission Expires:

12-20-94

CGS NOTARY SEAL  
CC RECORDER

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## EXHIBIT A

This Exhibit A constitutes a continuation of the description of Land Use and Building Type for Koegler Subdivision Amended, and is incorporated as part of the Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Koegler Subdivision Amended.

4.6 (a) Garages. Garages must be fully enclosed, accommodate a minimum of two cars, and be equipped with an automatic garage door opener. Carports are not acceptable.

(b) Exterior Building Wall Materials. Brick, stone, stucco and wood are permitted for the exterior of Dwellings and accessory buildings. The use of any other materials for such buildings shall require the prior written approval of the Owners of all Lots.

(c) Roofs. Roofs on Dwellings and accessory buildings shall be restricted to wood shingles, or shakes, slate, tile, asphalt, and fiberglass. The use of any other materials for such roofs shall require the prior written approval of the Owners of all Lots.

(d) Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the Dwelling and shall be consistent and compatible with the architecture of the Dwelling.

(e) Chimneys. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies.

(f) Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas and asphalt are not permitted, except that the common road in the Project, over which all Owners have an easement pursuant to paragraph 6.2 above, may be asphalt.

(g) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

(h) Antennas. All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennas shall be permitted provided they are substantially screened from view. Satellite dish antennas shall not be permitted on roofs.

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(i) Skylights. Any skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be colored to match adjacent roofing materials.

(j) Pools, Spas, Fountain, Gamecourts. Pools, spas, fountains and gamecourts shall be located to avoid impacting adjacent properties with light or sound. No game court shall be located in the front yard of any Lot. Pool heaters and pumps must be screened from view and be sound insulated from neighboring Dwellings. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

(k) Sheet Metal, Flashing and Vents. All sheet metal, flashing vents, chimney flues and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(l) Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view and be insulated for sound attenuation.

(m) County and Other Approval. Approval of any improvements by the Owners of all Lots does not waive the requirement for any other required public agency review or permit approval process.

(n) Metal Awnings. Metal awnings, metal lean-tos, or metal patio covers shall not be permitted on any Lot.

(o) Size of Dwelling. Each Dwelling constructed in the Project shall contain no less than 1800 square feet of finished living space if said Dwelling is a rambler style and no less than 1500 square feet of finished living space on the main level if said Dwelling is a multi level style.