

WHEN RECORDED, RETURN TO:  
West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**OF**

**SUNSET PARK ESTATES**

6132173  
08/01/95 3:42 PM 36.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
REC BY: S WEST DEPUTY - WI

**KNOW ALL MEN BY THESE PRESENTS:**

**PART A. THE REAL PROPERTY**

1. The undersigned, is the owner of the following described real property located in the City of West Jordan, Salt Lake County, state of Utah, to wit:

Lots 1 through 21, inclusively, of Sunset Park Estates, according to the official plat thereof, as recorded in the office of the County Recorders of said County.

The undersigned establish the nature and use and enjoyment of all lots in said subdivision and so 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 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 declared single family dwelling not to exceed two stories in height and a private garage or carport for no more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the subject 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 location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless approved. Approval shall be provided in Part C.

BK 7197 PG 2735

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$85,000 exclusive of lot, based upon cost of levels prevailing on the date these covenants are recorded as of being the intention and purpose of the covenants to assure that all dwellings shall be a quality of workmanship and materials substantially the same or better than that which can be produced as of the date these covenants are recorded at the minimum cost stated therein for the minimum permitted dwelling size. The main floor area or the main structure exclusive of one story open porches and garages, shall be not less than required by West Jordan City, Utah.

4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of anything which are unsightly in the opinion of the Architectural Control Committee will be permitted on the lot, unless in enclosed areas designed for such purpose.

No automobiles, trailers, boats, or other vehicles are to be stored on streets or on front or side yards.

5. Temporary Structures. No structure of a temporary character, trailer, basement, boat, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted within the subdivision.

6. Signs. No signs of any kind shall be displayed to the public view on any lot except a professional sign of not more than two square feet in area, advertising the property for sale or rent.

7. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial use and are restricted to the owner's premises or on a leash under owner's control.

8. 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 and 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 owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

BR 7197PG2736

9. Sight Distance and Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them within 25 feet from the intersection of the street lines or in 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. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

10. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly maintained or replaced at the property owners expense upon request of the Architectural Control Committee. All front yards must have sprinkler system that services all the front and side yards.

11. 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 the established slope, create erosion or sliding problems, or which may change the direction of flow of the drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all the improvements in them shall be maintained contiguously by the owner of the lot, except for these improvements for which the public authority or utility company is responsible.

#### **PART C. ARCHITECTURAL CONTROL COMMITTEE**

1. Membership. A majority of the committee may designate a representative to act for that committee. Upon the 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. At any time, the then recorded owners of a majority of the lots shall have the power through the duly recorded written instrument to change membership of the committee or to withdraw from the committee or members to it any of its powers or duties. The initial Architectural Control Committee is composed of John Aldous and Todd Crosland or other persons appointed by the undersigned. The undersigned shall retain the sole right to appoint new members until 90% of the lots have been sold.

2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. If the committee, or its designated representative fails to approve or disapprove within 30 days after the plans and specifications are submitted to it, shall be deemed that the covenants have been fully complied with.

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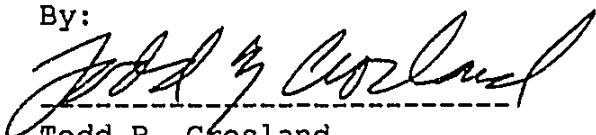
**PART D. GENERAL PROVISIONS**

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 automatically be extended for successive periods of ten years unless an instrument is signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

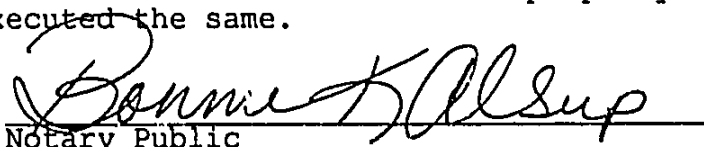
Sunset Park, LC  
By:



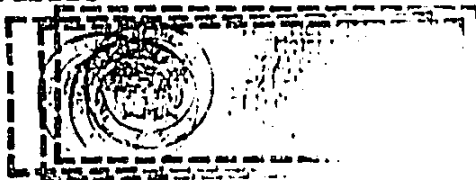
Todd B. Crosland  
Manager

STATE OF UTAH,                    )  
  )ss.  
County of Salt Lake            )

On the 28th day of July, 1995, personally appeared before me, Todd B. Crosland, manager of Sunset Park, LC, who being duly sworn did say that Sunset Park, LC is the owner of the above property and said Todd B. Crosland executed the same.



Notary Public



BK 7197PG2738