

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

SUNSET PARK ESTATES

6218048
11/21/95 11:42 AM 36.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: B GRAY , DEPUTY - WI

6218048

PART A: THE REAL PROPERTY

1. The undersigned, is the owner of the following described real 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 COVENANTS

1. Land Use and Building type. No lot shall be used except for residential purposes. No building shall be erected, altered, place 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 that 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 the 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.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$60,000 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.

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4. **Parking and Storage.** No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given lot. This open space shall remain unoccupied & unobstructed by building, vehicles and/or hard surfaces such as asphalt, cement & packed surface from this time henceforth and forever. For additional information contact West Jordan City.
5. **Temporary Structures.** No structure of a temporary character, trailer, basement, boat, hack, 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, bred or maintained for any commercial use and 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, weed 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.
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.

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10. Landscaping. Trees, lawns, shrubs or other plantings shall be properly maintained or replaced at the property owners expense upon request of the Architectural Control Committee. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.

Landscaping shall include at least 1 tree combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner.

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. 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 representatives 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.

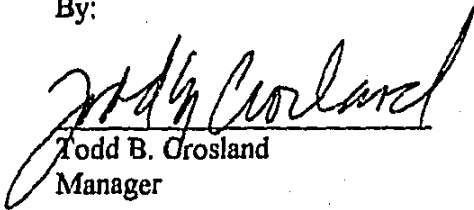
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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 are recorded, at 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 judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

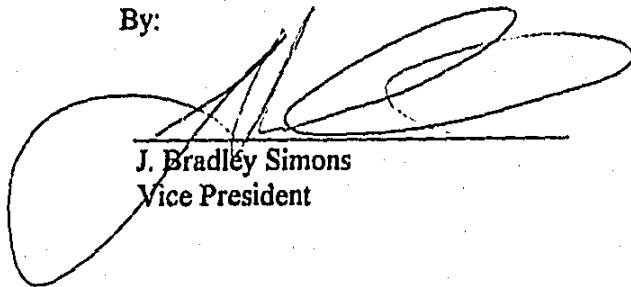
Sunset Park, LC

By:


 Todd B. Crosland
 Manager

WOODSIDE HOMES CORPORATION

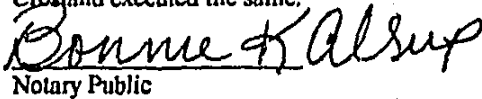
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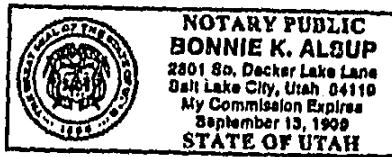

 J. Bradley Simons
 Vice President

STATE OF UTAH,

County of Salt Lake

On the 16 day of Nov 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.

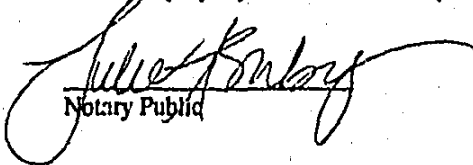

 Notary Public



STATE OF UTAH,

County of Salt Lake

On the 17 day of Nov 1995, personally appeared before me, J. Bradley Simons, Vice President of Woodside Homes Corporation,, who being duly sworn did say that Woodside Homes Corporation is the owner of the above property and said J. Bradley Simons executed the same.


 Notary Public

