

6628593

PEBBLECREEK SUBDIVISION NO. 1
RESTRICTIVE COVENANTS

PART A: PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of West Jordan, Salt Lake County, State of Utah, to wit:

All of Lots #1 through #43 inclusive, PEBBLECREEK SUBDIVISION NO. 1, according to the official plat thereof.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do 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 detached single-family dwelling not to exceed two stories in height and private garages for not more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the City of West Jordan.

2. Dwelling Quality & Size

All building specifications as required by the sub-zone 'D' as defined by the City of West Jordan must be complied with. The roof must have a minimum 5/12 pitch. The home must rest on a permanent, pre-poured concrete foundation. No modular homes may be installed on any lot in the subdivision.

PART C: GENERAL PROVISIONS

1. Term

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 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, agreeing to change said covenants in whole or in part.

2. Enforcement

Enforcement shall be by proceedings at law or in equity against any

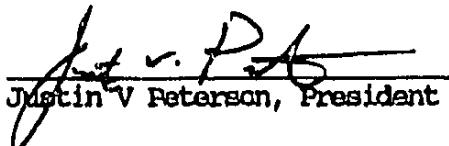
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person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. **Severability**

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

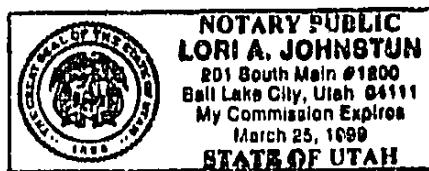
KFP Corporation

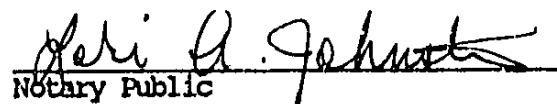


Justin V Peterson, President

STATE OF UTAH)
)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was executed before me this 23rd day of
April, 1997, by JUSTIN V PETERSON, the PRESIDENT of KFP
CORPORATION, who duly acknowledged that he executed the same by authority.





Lori A. Johnstun
Notary Public

My Commission Expires:
Residing at:

6628583
04/24/97 2125 PM 24.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
KFP CORP
225 S 200 E #300
SLC UT 84111
REC BY: J MORGAN
DEPUTY - WI

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