

53.

6646961

DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ELK RUN, PHASE 2

TO:
WHOM IT MAY CONCERN

ENTRY NO.
RECORDED
BOOK
DATED

05/16/97 6646961 53.00
4137 PH
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
HERRILL TITLE
REC BY: B ROME DEPUTY - WI

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 South Jordan, Salt Lake Country, State of Utah, to-wit:

All lots 201 to 236 inclusive, Elk Run/Phase 2; according to the plat thereof, as recorded in the office of the County Recorder of said County.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B RESIDENTIAL AREA CONVENANTS

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 or less than two 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 location of the structure have been approved in writing 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 front building setback line unless similarly approved. Approval shall be as provided in Part C.

3. The main floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,300 square feet. Two-story homes shall be permitted if the main floor, living area is at least 900 square feet and at least 700 square feet on the

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upper level. Total must be a minimum of 1600 square feet. Two-story homes with at least 1,300 square feet on main level shall have no minimum requirement for the second level floor area. Multi-level homes are to be at least 1,200 square feet finished constituting the combination of the main level and upper level. Each home exterior siding and roofing pitch must comply with South Jordan City requirements and be approved by the Architectural Control Committee.

4. Easements. Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels on the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

5. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

6. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than nine square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to pet owner's premises or on leash under handler'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 or 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 lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

9. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be permitted. The site line is the street property lines and a line connecting them at points 25 feet from the intersection or 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 drive way or alley pavement. No tree shall be permitted to remain within such

distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear must be landscaped within 2 years of occupancy of dwelling. All park strips must be planted in grass and Maple trees and shall be 30' apart in park strips throughout the subdivision. The trees shall be 5 gallon in size and shall be purchased, planted and cared for by the Owner and their placement shall be directed by the Architectural Control Committee.

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

13. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of the City of South Jordan, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

PART C ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the committee may designate a representative to act for it. In the event of 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 pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of:

Craig A Knight
Cathy A. Knight

Corinth A. Richards

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D 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 then owner 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 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.

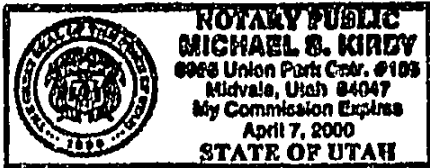
4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

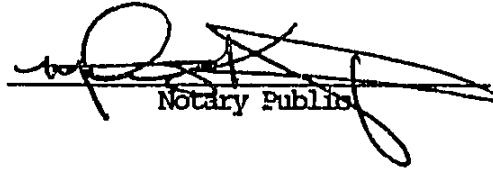
NEWPORT LAND, L.L.C. , A UTAH
LIMITED LIABILITY COMPANY

by: 
CRAIG A. KNIGHT, MANAGER

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

On the 16th day of May, 1997, personally appeared before me Craig A. Knight, who being by me duly sworn, did say, that he, the said Craig A. Knight is the Member of Newport Land, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Operating Agreement, and said Limited Liability Company executed the same.




Notary Public

My Commission Expires:
Residing at:

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