

After Recording mail to:
McArthur Communities, LC
3497 South 500 West, Suite A
Sandy, Utah 84070

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6780195

DECLARATION OF PROTECTIVE COVENANTS

For
CREEK RIDGE SUBDIVISION

6780195
11/03/97 3:36 PM 56.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MCARTHUR COMMUNITIES LC
9497 S 500 W STE.A
SANDY, UT 84070
REC BY: R JORDAN DEPUTY - WI

KNOW ALL MEN BY THESE PRESENTS;

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

Lots 1 through 37 of Creek Ridge Subdivision, in the City of South Jordan, County of Salt Lake, State of Utah, according to the official plats thereof, as recorded in the office of the County Recorder of said County, October 23, 1997 in Book 97-10P Page 323, Document No. 6771134.

In consideration of the premises and as part of the property comprising Creek Ridge Subdivision, the undersigned does hereby declare the property hereinabove described, subject to the covenants, conditions and restrictions herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1 Planned Use and Building Type

- 1.1 No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lots other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than four vehicles. Model homes may be constructed on lots 1, 2, 36 and 37 and may be used as models until all lots have been sold in the subdivision and have closed escrow with title transferred to the purchasers.
- 1.2 Detached garages are not permitted on lots 4 through 7, 13 through 28, and lots 32 and 33. Detached garages shall have a minimum 90 feet set back from the front property line.

2 Architectural Control

- 2.1 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 by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finish grade elevation.
- 2.2 Except for grade-level retaining walls, no fence or wall shall be erected, placed or altered on any lot nearer to any street than the 30.0 feet front building setback line. For houses on corner lots, no fence shall be erected, placed or altered nearer to any side street than 10.0 feet.

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- 2.3 Fences or walls may be constructed out of brick, concrete block, wood, vinyl or chain link, provided, however, that no chain link fencing shall be permitted when exposed to, or facing the front street of a house. No chain link fencing shall be permitted on the street-facing sides of a corner lot.
- 2.4 In addition to the standard side-yard setback requirements (outlined in Paragraph 4 hereafter) lots 1 and 37 have an additional 18' setback easement on the west side of each lot contiguous to 1300 West Street. No fencing may be installed within the 18' setback.
- 2.5 A white vinyl four-rail fence, sixty-six inches high (66") shall be installed on the east property lines of lots 13, 14, 15 and 16, and on the south property line of lot 17.
- 2.6 The ten foot walking path between lots 17 and 18 shall be bordered by a white vinyl rail fence which shall be three feet high from the front property line back thirty feet, then increasing to five foot high from that point to the rear property line. Owners of the respective lots shall maintain said fences and adjoining landscaping in good condition.
- 2.7 The 18' landscape easement on the west side of lots 1 and 37, fronting on 1300 West Street, shall be landscaped and maintained by the respective owners of lots 1 and 37.

3 Dwelling Quality and Size

- 3.1 The following shall be the minimum size of any dwelling unit, exclusive of open porches and garages:
 - 3.1.1.1 One story dwelling: 1,700 square feet
 - 3.1.1.2 Two story dwelling: 2,000 square feet
- 3.2 Exterior elevation materials may be brick, rock or stucco. No siding may be used on any exterior elevation.

4 Building Location and Requirements

- 4.1 No building shall be located on any lot nearer than 30 feet from the front line of the lot, and, if on a corner lot, nearer than 20 feet to any side street property line.
- 4.2 Each lot shall have side yard set-backs of not less than ten (10) feet.
- 4.3 Each lot shall have a rear yard of not less than thirty (30) feet.

5 Easement

- 5.1 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within each easement, 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 flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels easements. The easement area of each lot and all improvements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

- 5.2 Property owners of lots 15 and 16, and lots 27 and 28 shall maintain an unobstructed swale in the easement between lots to protect against flooding in the event the drainage system is unable to carry all flows of any given storm.

6 Nuisances

No noxious or offensive activity shall be carried on upon any lots, nor shall any activity which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in an enclosed area designed for such purpose.

No automobiles or other vehicles are to be parked on streets, or front yards and driveways, or unfenced side yards unless they are in running condition, properly licensed and are being regularly used. Motor homes, campers, trailers, boats or other recreational vehicles may not be parked on streets or front driveways, or unfenced side yards except for interim use such as loading and unloading, cleaning, etc.

7 Temporary Structures

No structure of a temporary character, trailer, motor home, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes shall be permitted.

8 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 the owner's premises or on leash under handler's control.

9 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 containers for temporary storage of garbage and refuse shall be kept in sanitary and clean condition. Each lot and its abutting street shall be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other projects shall be stored on any lot in view of the general public.

10 Sight Distance at Intersection.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting at points 25 feet from the intersection of the street lines and in case of a rounded property corner from the intersection of the street property line extended. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained above 6 feet to prevent obstruction of such sight lines.

11 Landscaping

11.1 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 and sidewalk. 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. This required landscaping shall be complete within 9 months of first occupancy of the house.

11.2 Landscaping shall include at least one tree and a combination of lawn, shrubs and ground cover. Ground cover may include vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or nonliving organic permeable material in not more than 50 percent 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.

11.3 The developer shall provide two 1-inch caliper Aristocrat Pear trees to be planted in the parking strip of each lot and the property owner shall be responsible to see that they are planted, irrigated and maintained. Home-owners may plant additional trees in the parking strip provided they are the same variety of tree.

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 continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART B

ARCHITECTURAL CONTROL COMMITTEE

1 Membership

A majority of the committee may designate a representative to act for the committee. 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 of this covenant. At any time, after a four year period, 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 David McArthur, Ronald McArthur and Steve McArthur at date of recordation.

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2 Procedure

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, 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 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 twenty 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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2 Enforcement

Any resident or property owner within the subdivision encumbered by these restrictive covenants may bring an action against the owner of the lot upon which the violation occurs (or is reasonably anticipated to occur) to restrain or to recover damages arising from the violation of these covenants. It shall not be deemed to be a defense to such action that (1) the violating party received no notice of the violation or the enforcement proceeding, (2) that other violations have been allowed or enforcement proceedings against such violations have not been initiated, (3) that these covenants have not been generally followed or enforced upon other lots, (4) that the provisions of these covenants have been waived or abandoned, or that with the passage of time these covenants have become unenforceable or inapplicable, or (5) that equitable principles of laches, estoppel, waiver or any other equitable principle purporting to affect the enforcement of these covenants apply to prevent the enforcement of these covenants. The property owners of the lots within the subdivision recognize and acknowledge that the violation of these covenants creates damages which are difficult to attribute a monetary value thereto and that specific enforcement, through injunctive relief, may be appropriate to address the irreparable damages which will occur from the violation of these covenants. The party violating these covenants shall be liable to pay all court costs and a reasonable attorney's fee incurred in bringing and prosecuting said action to restrain the violation of these covenants or to obtain damages arising therefrom.

3 Severability

Invalidation of any one of these covenants by judgment or court order shall in no way 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.

Dated: October 30, 1997

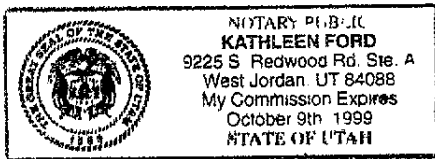
McArthur Communities, LC

Donald R. McArthur, Manager

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

On the 30th of October, 1997 personally appeared before me, Donald R. McArthur, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30th day of October, 1997.



Notary Public

My Commission expires: 10-9-99
Residing at: Salt Lake County

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