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04/15/99 12:00 PM 28.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WALSTAD & BABCOCK
57 W SOUTH TEMPLE ST #800
SLC UT 84101
REC BY: R FRESQUES DEPUTY - WI

WHEN RECORDED RETURN TO:

Darrel J. Bostwick
Walstad & Babcock
57 W. South Temple St. #800
Salt Lake City, Utah 84101
801-531-7000

COVENANTS, CONDITIONS AND RESTRICTIONS

Len Pickens Construction, Inc., owner and developer of the Neola Place Subdivision, hereby makes these Covenants, Conditions and Restrictions which shall apply to the real property located in Midvale City, Salt Lake County, State of Utah, and which is more particularly described as follows:

Lots 2 to 17, inclusive, of the Neola Place Subdivision as recorded in the Salt Lake County Recorders Office.

It is intended that these Covenants, Conditions and Restrictions shall run with the land. Each lot is intended to include a residential living unit which will be part of a structure, or twin-home, containing two such residential living units. These Covenants, Conditions and Restrictions are intended to govern, in part, the relationship between the Owners of the residential living units in each twin-home.

1. Maintenance of Residential Living Units. Each Owner shall maintain, repair and otherwise care for the maintenance, repair and replacement in a first-class condition of (i) all portions of such Owner's residential living unit, (ii) the utility systems and equipment including without limitation, any garage doors and garage door openers and any and all gas, plumbing, electrical, air conditioning, heating, telephone, any solar and/or other water heating equipment and cable television servicing his or her residential living unit, (iii) the windows and doors enclosing an Owner's residential living unit, including the metal frames, tracks and exterior screens of glass doors and windows, (iv) all appliances, whether built in or free standing within the residential living unit, (v) all damage caused to a residential living unit, and (vi) landscaping, fencing, etc., of the lot on which a residential living unit is located in order to preserve the attractive appearance thereof, protect the value thereof and to maintain the established system of drainage, including maintaining the areas surrounding any area drains free of debris.

2. Permitted Alterations. Notwithstanding the foregoing, and subject to the provisions that follow, an Owner may make, at the Owner's expense, any improvements or alterations to his or her residential living unit that do not impair the structural integrity or mechanical systems or lessen support for any portions of the twin-home. All such improvements or alterations shall be consistent with applicable building code and other governmental and utility company requirements. In order to assure the aesthetics of the twin-homes, all modifications to the

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exterior of any residential living unit shall be fully disclosed to the adjacent Owner in the twin-home and shall be performed only after receiving written consent from the adjacent Owner in the twin-home, which consent shall not be withheld unreasonably. No alterations to the bearing, common or party walls in the twin-home shall be made and no plumbing or electrical work within any bearing, common or party walls shall be performed by any Owner without the prior written consent of the adjacent Owner in the twin-home, which consent shall not be withheld unreasonably.

3. Maintenance of Fences and Bearing, Common and Party Walls by Owners. Each Owner shall have the obligation to maintain in a good of maintenance and repair the fencing surrounding the Owner's lot, if any. To the extent such fencing is situated on the boundary between two or more lots, then the Owners of such lots shall share, on an equitable basis, the cost of installing or replacing such fencing. The Owner of each residential living unit in a twin-home shall have a reciprocal non-exclusive easement to the property immediately adjacent to the fence and bearing, common or party walls for the limited purpose of maintaining the same. Notwithstanding any other provisions of these Covenants, Conditions and Restrictions, an Owner who by his or her negligent or willful act, causes a fence, and bearing, common or party walls to be damaged shall bear the whole cost of repairing such damage.

4. Failure to Maintain. In the event an Owner fails to maintain the areas and items as provided above or make repairs thereto in such manner as shall be deemed necessary to preserve the attractive appearance thereof and protect the value thereof, the adjacent Owner in the twin-home shall give written notice to such Owner, stating with particularity the work of maintenance or repair which is required and requesting that the same be carried out within a period of thirty (30) days from the giving of such notice. In the event the Owner fails to carry out such maintenance or repair within the period specified by the notice, the adjacent Owner shall have the right either to (1) seek an injunction requiring the Owner to perform the necessary maintenance or repairs or (2) to utilize his or her easement to carry out the necessary maintenance or repairs, either personally or through agents, and seek reimbursement in an action at law or in equity.

5. Insurance and Damage or Destruction. The Owner of each residential living unit shall maintain adequate insurance to cover loss of the structure of the twin-home in which his or her residential living unit is located. The Owner of a residential living unit damaged or destroyed by fire or other calamity shall cause the interior of such residential living unit to be repaired or restored at the expense of the Owner, with or without reimbursement from his or her insurance company. This obligation shall not extend to the installation of furniture and the like, but is for the purpose of preventing unsightliness with respect to such damaged residential living unit and any resultant health or safety problems to other Owners or the public. If an Owner fails to repair or restore his or her residential living unit within a reasonable time, the adjacent Owner shall have the right either to (1) seek an injunction requiring the Owner to perform the repair or restoration or (2) to perform the necessary repair or restoration work, either personally or through agents, and seek reimbursement in an action at law or in equity. If an adjacent Owner performs

the repair or restoration, either personally or through agents, such adjacent owner shall have a lien against the Owner's lot and residential living unit for the cost of such repair or restoration, including any costs associated with enforcing lie lien and collecting a judgment for the cost of such repair or restoration. An adjacent Owner shall have a non-exclusive easement for the sole purpose of performing the necessary repair or restoration work.

Dated this 15 day of April 1999.

Len Pickens Construction, Inc.

By: *Len Pickens*
Len Pickens
Its: President

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 15 day of April 1999, personally appeared Len Pickens who did state that he is the President of Len Pickens Construction, Inc. and executed the foregoing document before me.

My Commission Expires:

March 9, 2002

Celia J. Tezak
NOTARY PUBLIC

Residing at: _____

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