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7381624

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
ASCOT DOWNS SUBDIVISION, PHASE 4**

THIS REVISED DECLARATION is made this 30th day of March, 1999, by Pulte Home Corporation, hereinafter referred to as "Declarants."

WITNESSETH

WHEREAS, Declarants are the owners of certain property (hereinafter the "Lots") in South Jordan City, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 401 through 438, Ascot Downs No. 4 Subdivision, according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, Declarants intend that the Lots, and each of them together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORIS, Declarants hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE 1

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Milton P. Shipp and Steven R. Young. Each representative may represent and act in behalf of 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 members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. 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.

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06/10/99 2:11 PM 53.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
11175 S REDWOOD RD
SOUTH JORDAN, UT 84095-8265
REC BY: R JORDAN , DEPUTY - WI

BK8285PG2147

SECTION 2. 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.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION 1. 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 shall be comprised of new materials, except that used brick *may* be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling Quality and Size. The main floor level of any private dwelling shall be 1,300 sq. ft. or more for a one-story dwelling. A two-story, dwelling shall have a total of 1,950 sq. ft. on the two floors above ground level. Tri-levels shall be figured on the square footage of the floors above ground, including the living area behind the garage and excluding the basement areas. Minimum square footage on a Tri-level shall be 1,600 sq. ft. All of the above square footages are exclusive of open porches and garages. Each dwelling must have an attached garage for a minimum of 2 cars. A covered breezeway between the garage and the home is acceptable. All exterior wall surfaces on the main floor level and facing a street shall be not less than fifty percent (50%) brick or stone. The remaining fifty percent (50%) of exterior wall surfaces on the main floor level and facing a street shall be brick, stone or stucco. All remaining walls on the ground floor level shall be of a low-maintenance material. All in -level and two story homes may be reduced by 150 square feet if a third car garage is included.

SECTION 3. 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.

SECTION 4. Easement. Easements for 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 flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 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 an annoyance or nuisance to the neighborhood.

SECTION 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 7. 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.

SECTION 8. Landscaping. All front and side yards must be landscaped within one (1) year after dwelling is occupied. All parkstrips must be planted in accordance with landscaping that meets City Ordinances. All trees in the parkstrip must be 1 3/4 inch caliper or larger, and shall be planted a maximum of 30 feet apart. The trees shall be purchased, planted, and cared for by the homeowners.

ARTICLE III

GENERAL PROVISIONS

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do to thereafter.

SECTION 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Home Owners, (one vote per home owner), which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set its hand this 30th day of March, 1999.

18th May
DECLARANTS

Pulte Home Corporation,
a Michigan corporation.

By: [Signature]

Attorney-in-fact

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On the 18th day of May, 1999
personally appeared before me [Signature] Attorney in fact.
who being by me duly sworn did say that they signed the foregoing instrument by proper
authority, and they duly acknowledged to me said identity.

[Signature]
Notary Public

Residing at [Signature]

My commission expires 9-1-2001

