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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: ARG, DEPUTY - WI 5 P.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRIMBLE CREEK PHASE I**

THIS DECLARATION is made the 15th of July 1999, by KEHL HOMES INC., hereinafter referred to as "Declarant".

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, more particularly described as follows:

All of Lots 1 through 45 Trimble Creek Subdivision Phase I, according to the official plat as filed with the Salt Lake County Recorder in Salt Lake County, Utah.

Whereas, declarant intends that each and every lot, together with the common easements, shall hereafter be subject to the conditions herein declared:

**ARTICLE I
ARCHITECTURAL CONTROL**

SECTION 1.

The Architectural Control Committee shall be composed of Dale A. Kehl and Roger L. Kehl. 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 member of the committee shall have full authority to select a successor. Neither member of the committee, nor its designated representative, shall be entitled to any compensation for services performed to this covenant.

SECTION 2.

The Committee's approval or disapproval as required in these covenants shall be in writing. The lot 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 representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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SECTION 3.

All fences must meet West Jordan City codes. No side boundary walls and/or fence shall be constructed with a height of more than eight (8) feet. No wall and/or fence of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Architectural Control Committee. All fence material shall be vinyl, installed by a licensed contractor, unless, otherwise approved by the Architectural Committee.

**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 must include an attached garage for not less than two vehicles. All construction to be of new materials.

SECTION 2. Dwelling Quality and Size:

No dwelling shall be permitted on any lot at a cost less than One Hundred Thirty Thousand Dollars (\$130,000), exclusive of lot cost, based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

Ramblers: Shall not have less than 1900 finished square feet on the main level.
 Ramblers are to have full basements.

Multi-Levels: Shall have not less than 2000 finished square feet, excluding basement.

SECTION 3. Dwelling Exterior:

1. There shall be no more than two dwellings of the same style in a sequence throughout the subdivision.

2. Each dwelling must have an exterior with all brick, or brick and stucco, or rock and stucco. The facia and soffit may be aluminum. All stucco work must include some 'popout' detail.

SECTION 4. 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 West 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 5. Easements:

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, 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 easements.

SECTION 6. 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. No motor vehicles of any type shall be parked or permitted to remain on the streets or on the property unless they are in running condition, properly licensed and being regularly used. Until a building permit is obtained and construction begins, no objects of any kind shall be stored or kept on any lot.

SECTION 7. Temporary Structures:

No structures of a temporary character, ie: trailer, basement, tent, shack garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

SECTION 8. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

SECTION 9. Construction:

During construction, no materials or other items shall be placed outside of the lot line. All litter and garbage shall be hauled off or contained at the end of each day. Any mud or debris tracked on the street shall be cleaned off by the end of the working day. No heavy trucks or equipment shall cross the City curb or walk unless the curb is adequately bridged. Any broken curb, sidewalk, meters, etc. shall be replaced by the lot owner. If the lot owner fails to keep the site and road clean and free of debris during construction, Declarant shall have the right to clean said lot or street at a cost to lot owner of actual cleaning cost plus fifty percent (50%). Any broken curb or walk not repaired within fifteen (15) days of written notice from Declarant may be replaced by Declarant at a cost to lot owner of actual replacement cost plus fifty percent (50%). The Declarant shall have the right to lien subject lot to assure payment by lot owner.

SECTION 10. Signs:

Before and during construction, lot owner will be limited to one sign not to exceed twelve square feet. At all times sign shall be properly erected and installed, as well as maintained to reflect a good appearance and condition. Failure to do so will result in the sign being removed by the Declarant.

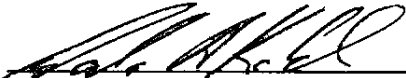
SECTION 11. Landscaping:

All front and side yards must be landscaped within one year after dwelling is occupied. Rear yards must be landscaped within two years of occupancy of dwelling. All park strips must be planted in grass and lined with Emerald Queen Maple Trees (or equivalent), planted approximately thirty feet apart. The trees shall be one and one-half or two inch caliper size and shall be directed by the Architectural Control Committee.

THIS DECLARATION of Covenants, Conditions and Restrictions of Trimble Creek Phase I shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties.

DECLARANT:

**KEHL HOMES, Inc.
3856 West 5400 South
Taylorsville, UT 84118**


By: Dale A. Kehl, Secretary/Treasurer

15 July 1989
Date

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

On the 15th day of July, 1999, personally appeared before me DALE A. KEHL, who being by me duly sworn, did say, that he, the said DALE A. KEHL is the Secretary/Treasurer of KEHL HOMES, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said DALE A. KEHL duly acknowledged to me that said corporation executed the same.


Notary Public

My Commission Expires: July 15, 1999
Residing at: Sandy, Utah

