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06/02/2000 03:06 PM 51.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
VICTOR BARNES
225 S 200 E #300
SLC UT 84111
BY: SRM, DEPUTY - WI 2 P.

WOOD CREEK NO.5 SUBDIVISION
RESTRICTIVE COVENANTS

7652152
PART A: PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

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

All of Lots #501 through #539 inclusive, WOOD CREEK NO. 5 SUBDIVISION, according to the official plat recorded in the Salt Lake County Recorder's office.

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

PART B: RESIDENTIAL AREA COVENANTS

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 heights and private garages for not more than three vehicles attached to the house. All construction to be of new materials, except that used brick may be used with prior written approval of the City of West Jordan. Rear detached garages in addition to those on the home are acceptable, if approved by the city building department. The ten foot easement adjacent to Grizzly Way is a utility and landscape easement which may be maintained by the City.

2. Dwelling Quality & Size

All building specifications as required by the sub-zone 'D' as defined by the City of West Jordan must be complied with. The roof must have a minimum 5/12 pitch. The home must rest on a permanent, pre-poured concrete foundation.

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 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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

BK8365 PG8274

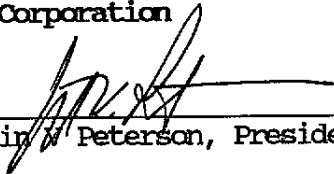
2. Enforcement

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

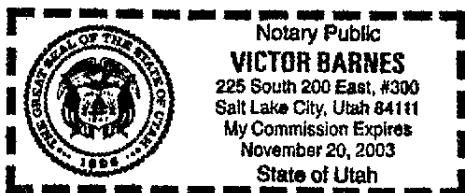
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

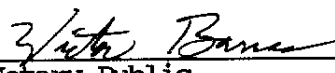
KFP Corporation


Justin V Peterson, President

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

The foregoing instrument was executed before me this 24th day of May, 2000, by JUSTIN V PETERSON, the PRESIDENT of KFP CORPORATION, who duly acknowledged that he executed the same by authority.




Notary Public

My Commission Expires:
Residing at: