

6440168

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LINCOLN ESTATES 6

THIS DECLARATION is made this 17<sup>th</sup> day of July 1996 by PERRY HOMES, INC., hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in South Jordan City, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 601 through 630, Lincoln Estates 6 according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, Declarant intends 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, THEREFORE, Declarant 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 William O. Perry and Jeffery I. Taylor. 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. The committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in a letter form. The Owner must submit a set of formal plans,

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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 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. This section does not apply to homes built by Perry Homes, Inc. as they are the Architectural Control Committee.

SECTION 3. No building or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combinations and location of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relations to surrounding structures and topography by the Architectural Control Committee.

SECTION 4. No fence shall be commenced, erected or maintained upon the project unless the plans meet the local zoning and safety requirements set forth by South Jordan City.

## ARTICLE II

### RESIDENTIAL AREA COVENANTS

#### SECTION 1. QUALITY

1. No lot shall be used except for residential purposes.
2. Each dwelling must have an attached garage for a minimum of 2 cars and may have a detached garage with a maximum of 3 vehicles; provided that neither encroach upon any easement.
3. No building shall exceed two stories in height, not including basement.
4. All construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.

SECTION 2. DWELLING SIZE The requirements below are exclusive of open porches and garages.

Rambler:	1,250 sq.ft. main level.
Tri-Level:	1,250 sq.ft. minimum finished square feet constituting the combination of the main level and upper level.
Two Story:	900 sq.ft. 1st floor, 650 sq.ft. 2nd floor.

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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 4(A). Homeowners need to understand that the property to the east of Lots 601 through 612 is zoned as agricultural. Because of this, irrigation users have the right to burn, clean, and/or maintain irrigation ditches in the area. This will cause occasional disturbance and it is strongly recommended that homeowners on Lots 601 through 612 not plant any trees, vines, shrubs, etc... within ten feet of the eastern boundary line.

No wood fences or other flammable materials shall be constructed or placed within ten feet of the eastern property boundary. Furthermore, according to Section 4 covering easements, homeowner is reminded that the eastern property line has a ten foot easement on it, therefore, no structures are to be built or placed within the footage of said easement.

SECTION 5. NUISANCES No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 6. TEMPORARY STRUCTURES No structure of a temporary character, 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 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 1 year after dwelling is occupied.

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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 restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way 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 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. Further, the covenants in Section 4(A) shall also run for the benefit of the adjoining property to the east for forty (40) years or until such property is developed for purposes other than agricultural uses. This Declaration may be amended or terminated by a vote of at least eighty-five percent of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approval shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 17<sup>th</sup> day of July 1996.

DECLARANT:

PERRY HOMES, INC.

BY: *William O. Perry*  
WILLIAM O. PERRY, PRESIDENT

BY: *Jeffery I. Taylor*  
JEFFORY I. TAYLOR



08/27/96 6440168  
12:48 PM  
NANCY WORKMAN 45.00  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
REC BY: D GRAY  
DEPUTY - WI

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