

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney
P. O. Box 428
West Jordan, Utah 84084

4264819

240

REC'D OF
City of West Jordan
DEP
MELISSA GRAY

JUN 28 12 11 PM '86

KATHLEEN L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: This declaration is made this 9th day of January, 1986 by Fairway Estates Investment.

THAT WHEREAS, the undersigned, being the owners of the following described real property located in the City of West Jordan, Salt Lake County,

Lots 1 through 31, inclusively, of the Fairway Estates Subdivision, Phase I, according to the plat thereof, as recorded in the office of the Salt Lake County Recorder.

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

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 the one attached single-family dwelling not to exceed two stories in height and private garages and/or carports for not more than three vehicles, unless otherwise approved by a majority of lot owners. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials and as to location with respect to topography design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building set back line unless similarly approved.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 including lot, 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 of 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. The floor area of the structure,

BOOK 5780 PAGE 2711

exclusive of one-story open porches and garages, shall be not less than 950 square feet. Two-story structures shall have a minimum of 997 square feet finished, total.

4. Building Location.

(a) No building shall be located on any lot nearer than 10 feet to the front sidewalk, or nearer than 15 feet to any side street sidewalk line.

(b) The dwelling to be constructed on an adjacent lot will have a zero side yard, a minimum 8 foot side yard for the opposite side shall be required. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line, except that larger pie-shaped cul-de-sac lots may be less at one end. Detached garages or other permitted necessary buildings may be located 7 feet or more from the rear lot line, so long as such buildings do not encroach upon any easements. Rear yard setbacks on corner lots only, may be reduced to 15 foot minimums.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

(d) The Common Areas and Facilities contained in the project are described and identified in this declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No percentage of undivided ownership interest in the common Areas and Facilities shall be separated from the unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest shall automatically accompany the transfer of the unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the units contained in the project.

(e) Except with respect to Limited Common Areas, each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended but subject to this Declaration, the By-Laws, and the rules and regulations of the Management Committee. This right of use shall be appurtenant to and run with each unit.

(f) There will be a maintenance fee for each lot and a 1/31 interest in the Common Areas. There will be a special service district in the area of Fairway Estates Subdivision to maintain the Common Areas.

(g) It is understood and agreed that there will be a 4 foot working easement on each side of lot for maintenance on home.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the front building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 4,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 feet of each lot. 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

7. 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 clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designated for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or fronts, or sides of lots unless they are in running condition, properly licensed, and are being regularly used.

8. 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. No mobile homes are permitted.

9. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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 a sanitary container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 7 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 20 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks,

tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

13. Landscaping. Trees, lawns, shrubs, or other plantings provided by the developer shall be nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All lots will be required to have landscaping within 30 days of occupancy of the structure thereon as follows, unless otherwise granted by the Architectural Control Committee: front, side and rear yards with sod or equivalent, 4 six-foot trees minimum, and low-lying shrubs minimum. Complete fenced rear yard with opaque material.

14. Slope and Drainage Control. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. Architectural Control Committee. A majority of the committee may designate a representative to act for it. In the event of resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record holders of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties. The Architectural Control Committee is composed of _____

JAMES B. JENKINS, RULON E. JENKINS and RAYMOND B. JENKINS

The committee's approval or disapproval as required in these covenants shall be in writing. 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, or in any event, if no suit specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. 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 40 years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. Enforcement. Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

20. 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.

James B. Jenkins

JAMES B. JENKINS

Rulon E. Jenkins

RULON E. JENKINS

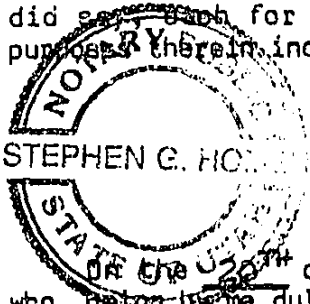
Raymond B. Jenkins

RAYMOND B. JENKINS

STEWART TITLE OF UTAH, Trustee
By: *Mark C. Day*

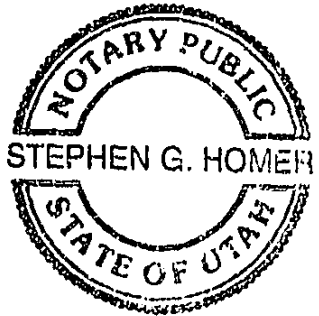
STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On the 18th day of June, 1986, personally appeared before me JAMES B. JENKINS, RULON E. JENKINS and RAYMOND B. JENKINS, who, being by me duly sworn, did say that for himself, that he executed the foregoing instrument for the purposes therein indicated.



Stephen G. Homer
NOTARY PUBLIC residing in Orem, Utah.
My commission expires April 15, 1989.

On the 18th day of June, 1986, personally appeared before me MARK C. DAY, who, being by me duly sworn, did say that he is the Vice-President of STEWART TITLE OF UTAH, Trustee, and that he executed the foregoing instrument for and in behalf of said Trustee pursuant to authorization of the Board of Directors of said corporation.



Stephen G. Homer
NOTARY PUBLIC residing in Orem, Utah.
My commission expires April 15, 1989.

BOOK 5780 PAGE 2715