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DECLARATION OF PROTECTIVE COVENANTS
FOR PHEASANT WOOD ESTATES SUBDIVISION

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13 FEBRUARY 92 11:50 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ANDREW DAY
1499 TALLOWOOD CIR SANDY, 84093
REC BY: REBECCA GRAY, DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned being the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit: All of lots 1 thru 19 of Pheasant Wood Estates Subdivision.

In consideration of the premises and as part of the general plan for improvement of the property comprising Pheasant Wood Estates Subdivision, I do hereby declare the property and covenants herein recited.

PART A
RESIDENTIAL AREA COVENANTS

1. Planned 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 detached single family dwellings not to exceed two stories in height and a private garage for not more than four vehicles and not less than two vehicles.

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 upon the lot have been approved by

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Pheasant Wood Estates Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. Two sets of plans must be submitted for this purpose, one set will remain in the office of the Pheasant Wood Estates Architectural Control Committee. The other set will be returned to the lot owner with the approval or disapproval thereof. All homes will be required to have at least 50% brick or stone veneer. The approval or disapproval of any home must be given by letter from Pheasant Wood Estates Architectural Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part B.

3. Dwelling Quality and Size

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages is less than 3000 square feet for a single story, split level or split entry structure; or less than 1800 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 3500 square feet for two-story structures, exclusive of basement, garage, and open porches.

4. Building Location

a) No building shall be located on any lot nearer to the front street border than 60 feet.

b) No building shall be located nearer than 10 feet to an interior lot line.

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 a building on a lot to encroach upon any other lot, or to violate any building code in effect at the time of construction.

5. Easements

Easements for installations and maintenance of utilities and drainage facilities are reserved as noted on the recorded map. 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, if any, for which a public authority or utility company is responsible.

Salt Lake County requires that each Lot Owner construct Driveway Crossing in accordance with the approved Pheasant Wood Estates Grading Plan and Plan and Grade sheets submitted by the declarant in connection with its application for subdivision.

The Association (defined hereafter) shall manage, maintain and keep the storm drainage system located on the Property in good condition and repair. All costs incurred for maintenance and management of the storm drainage system shall be paid by the

Association. In the event that the Association fails to properly manage and maintain the drainage system, Salt Lake County shall have the right, but not the obligation, to maintain the storm drainage system, and to charge the costs thereby incurred to the Association. The Developer and the Lot Owners shall not have the authority to change, by vote, alienation, alteration, transfer, sale, or otherwise, the use of currently existing areas and structures designed to control storm water runoff unless the consent of the Development Services Division of Salt Lake County has first been obtained in writing. Salt Lake County is hereby made a party to the covenants established by this Declaration for the sole purpose of protecting and preserving the use of the storm drainage system and structures on the Property. Salt Lake County shall not be a Member of the Association and shall have no vote. As to this paragraph specifically, Salt Lake County is hereby granted a right of enforcement as set forth in Part C Section 3 of this Declaration.

6. Street Lighting

The owner of each lot whereon a street light is located will be responsible to maintain said street light in a proper operative condition. The owner is required to wire the existing street light through their residential electrical meter.

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 and no clothes line

or storage of any articles which are unsightly in the opinion of Pheasant Wood Estates Architectural Control Committee will be permitted, unless in enclosed areas built or designed for such purpose. Automobiles, trailers, boats, or other vehicles are not to be stored on the street at any time.

8. Temporary Structures

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

9. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and garbage shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material 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 material or objects are to be stored on any lot in view of the general public.

10. Animals and Pets

Dogs, cats, ducks, rabbits, horses, or any other household pet or livestock may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handler's control. For example, all dogs must be kept in dog runs, etc. or on a leash. Livestock and other

animals must have adequate care and housing.

If in the opinion of Pheasant Wood Estates Architectural Control Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted. The committee may also require the elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

11. Landscaping

Trees, lawns, shrubs, or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained to road's edge or replaced at the property owner's expense upon request of Pheasant Wood Estates Architectural Control Committee.

12. Road Use

The road within the subdivision shall be limited to cars and pickup trucks only. Use of other vehicles requires permission of the Architectural Control Committee.

13. Subdivision of Lots

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square feet area than the area of the lot at the time of the initial purchase, unless approved by the Architectural Control Committee.

14. Construction Time Following Purchase

The purchaser of any building lot within the subdivision from the original investment group shall within 24 months from the

purchase date of said lot, commence construction and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 12 months from the date construction is commenced. An additional 12 months will be allowed to complete landscaping.

15. Pheasant Wood Estates Association

The owner of each lot throughout the subdivision belongs to and is allowed one vote per lot in the Pheasant Wood Estate Association. Annually, the Association is to meet to elect a chairman and to vote upon any other business in the common interest of the lot holders.

The chairman will coordinate business as authorized by the Association, such as arranging for snow plowing, repairing streets, garbage pickup, etc. All assessments will be shared equally by all lot owners.

These covenants are subject to the current and subsequently adopted rules, regulations, and policies of the Pheasant Wood Estates Association.

PART B

PHEASANT WOOD ESTATES ARCHITECTURAL CONTROL COMMITTEE

1. Membership

Pheasant Wood Estates Architectural Control Committee is comprised of Andrew Day, III, Terry Martin, and Chuck Koehn. In the event of death or resignation of any member of the committee, the remaining members will have full authority to designate a

successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

2. Procedure

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event there is no suit to enjoin the construction which 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.

PART C

GENERAL PROVISIONS

1. Terms

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period 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.

2. Enforcement

Enforcement shall be by proceedings at law in equity against every person or persons violating or attempting to violate any covenant by either restraint of violation or a recovery of damages.

Each Lot Owner shall comply strictly with the provisions of this Declaration and with the By-Laws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration and the By-Laws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Association acting through its officers on behalf of the Lot Owners, or by the aggrieved Lot Owner on his own.

The failure of the Association in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of any assessment from a Lot Owner, with knowledge of any such breach, shall not be deemed a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed for by the Association. This article also extends to the Developer or Developer's managing agent, exercising the powers of the Association during the initial period of operation of the Association.

3. Severability

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

PHEASANT WOOD ESTATES

Andrew J. Day III
Andrew J. Day III

OWNER

Date *10/29/91*

State of Utah)

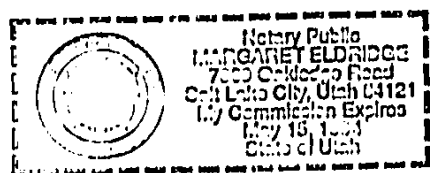
County of Salt Lake)

On the *Andrew J. Day* personally appeared before me Andrew J. Day III who is the owner of Pheasant Wood Estates who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Pheasant Wood Estates.

My Commission Expires: *5-15-94*

Notary Public

Margaret S. Eldridge



PHEASANT WOOD ESTATES ASSOCIATION

Rules and Regulations

1. The Pheasant Wood Estates Association incorporates the current 'Declaration of Protective Covenants for Pheasant Wood Estates Subdivision' by this reference as a regulation of the Pheasant Wood Estates Association.

2. The Architectural Committee of Pheasant Wood Estates is to serve at the pleasure of a majority of the owners who have lots in the subdivision, hence any of the members of that committee may be terminated (voluntarily or involuntarily) by a majority vote of the Pheasant Wood Estates Association (each lot receiving one vote).

The above rules and regulation were approved October 1, 1991 by a vote of 19-0; Andrew J. Day III, the current owner, casting all 19 of the votes positive.