

DECLARATION OF PROTECTIVE COVENANTS FOR AURORA HEIGHTS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS the undersigned (Declarant) being the developer of the following described real property situated in West Jordan City, Salt Lake County, State of Utah, known as AURORA HEIGHTS SUBDIVISION.

In consideration of the premises and as part of the general plan of improvement of the property comprising AURORA HEIGHTS SUBDIVISION we do hereby declare the property herein above described and all lots located therein, subject to the restrictions and covenants herein recited.

ARTICLE 1 RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type
No lot shall be used except for single family 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 with a private garage for not less than two vehicles and for not more than five vehicles. Mobile homes, manufactured homes or modular homes are not allowed. All components of all dwellings must be substantially built on site and all dwellings must be secured to a permanent concrete foundation.
2. Dwelling Quality and Size
The single-family dwelling shall meet or surpass the minimum requirements and codes of structural integrity and size of the West Jordan City and the State of Utah. Single family dwellings shall be developed in compliance with any design guidelines and ordinances adopted by West Jordan City.
3. Building Location
 - a.) Building location must conform to the requirements of West Jordan City.
 - b.) Specifically the building set backs are as specified on the recorded plat and according to West Jordan City code.
4. Antennas
All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are installed in an area that limits their visibility from the public street. Satellite dish antennas greater than 36 inches in diameter shall not be permitted on roofs.

5. Easements
Public Utility and Drainage Easements for the installation of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 in the easements, or which may obstruct or retard the flow of water in or through the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Nuisances
No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No storage of any articles which are unsightly will be permitted unless located in enclosed area built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or in front or sides of homes unless they are in running condition, properly licensed, and are being regularly used or behind privacy fences. No trailers, campers, boats, or other recreational vehicles shall be stored on the streets. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Public street, except that these restrictions shall not apply to emergency repairs to vehicles.

7. Garbage and Refuse Disposal
No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste and all such items must be kept 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.

8. Animals and Pets
Dogs, cats, or other household pets may be kept 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 the owner's control. Whenever a pet is allowed to leave a lot, it shall be kept on a leash or in a cage. Any droppings from household pets in any outside area shall be cleaned up immediately by the owner or owners of said household pet.

9. Fences and Walls
All fences or walls that an owner may elect to install upon a lot shall be masonry, stucco, stone, vinyl, wood, or wrought iron. Chain link fencing is limited to the existing chain link fences currently installed. Fences along the canal road are required to be fire resistant. Fences and/or walls are to be color coordinated with the colors of the home on the lot. Fences in front yards are to comply with the

zoning regulations of West Jordan City, except that no chain link fencing is allowed in a front yard of the residential lots.

10. Recreation and Commercial Vehicles and Boats
No campers, trailers, boats, large trucks and commercial vehicles belonging to owners or the residents of a lot or guests shall be parked on street within the property or in the front yard, except for temporary parking not to exceed forty-eight (48) hours. Campers, trailers, boats or other recreational vehicles (but not large trucks or commercial vehicles) may be stored in the side or rear yard of a lot provided they are screened from view from the public street behind a solid privacy fence
11. Trash Cans
Trash cans must be stored inside garages or behind solid privacy fences in the side yard, except on garbage pick-up day.
12. Yard Signs
No yard signs are allowed except for sale, for lease or political candidates during times of elections.

ARTICLE 11
DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of the Restrictions
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 thirty (30) years from the date these covenants are recorded (unless an instrument that is signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part). After stated time said covenants shall be automatically extended for a successive period of ten (10) years.
2. Enforcement
The owner or owners of any portion of the subject property shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating or attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 23 day of March 2021.

Exhibit "A"

**Lots 101-147, Aurora Heights Subdivision Phase 1 and Parcel A,
according to the plat thereof as recorded in the office of the Salt
Lake County Recorder.**

**Tax Parcel No. 21-32-176-052 through 21-31-176-053, 21-32-328-001
through 21-32-328-028, and 21-32-327-007 through 21-32-327-024**