

WHEN RECORDED, RETURN TO:
West Jordan City Recorder
P O Box 428
West Jordan, Utah 84084

3938799

DECLARATION OF
PROTECTIVE COVENANTS FOR
KNOLLWOOD SUBDIVISION

30⁰⁰
REC'D OF DEP
MAY 9 9 57 AM '84
West Jordan City
Wayne Hooper

PAULE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

THIS DECLARATION is made this 2ND day of DECEMBER, 1988
by Snowcap Properties, a Utah Corporation, herein called "Declarant".

ARTICLE I

PURPOSE OF COVENANTS

1.1 It is the intention of the Declarant, expressed by its execution of this instrument, that the property within KnollWood Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surroundings of KnollWood Subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. The Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of the Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

ARTICLE II

DEFINITIONS

2.1 Declarant: "Declarant means Snowcap Properties, a Utah corporation, its successors and assigns.

2.2 Property: "Property means that certain real property located in Salt Lake County, City of West Jordan, Utah, described in Exhibit A attached hereto.

2.3 Owner: "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the property including contact buyers.

2.4 Building: "Building" means any building constructed on the Property.

2.5 Lot: A "Lot" shall mean any parcel of property shown on the recorded Subdivision plat.

BOOK 5553 PAGE 2554

2.6 Subdivision: "Subdivision" shall mean KnollWood Subdivision as recorded in the records of Salt Lake County, State of Utah.

ARTICLE III

ARCHITECTURAL COMMITTEE

3.1 Architectural Committee: The Architectural Committee shall consist of three members who shall be selected by the Declarant. Vacancies arising on the committee shall be filled by a majority vote of the remaining members of the committee. Said Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument.

3.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, parking areas, fences, walls, garages, drives, curbs and walks shall ever be erected, or permitted to remain on any lands within the Subdivision, nor shall any exterior addition to or change or alteration therein be made, nor shall any excavating or clearing be done on any lands within the subdivision, unless the complete architectural plans and specifications including a list of exterior materials and colors to be used in the construction thereof, a site plan, and a grading or excavation plan showing the location and orientation thereof for such erection or alteration are approved by the Architectural Committee prior to the commencement of such work. Any exterior improvements to be done after the initial improvements shall be submitted as directed to the Architectural Committee shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external design with existing structures within the subdivision or in the vicinity and location with respect to topography and finished grade elevations. The complete architectural plans and specifications must be submitted in duplicate, must include at least four different elevation views, and must be in accordance with the then current Architectural Guide for KnollWood Subdivision. One complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action within 30 days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved. The Architectural Committee shall have the right to disapprove any application in the event said application and the plans and specifications submitted therewith are not of sufficient detail for it to exercise the judgement required of it by these covenants, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony with neighboring improvements and the general surroundings, or if the design and the plans for construction do not include sufficient safeguards for preservation of the environment or for any other reason the Architectural Committee may deem in the best interests of the Subdivision. The decision of the Planning Committee shall be final, binding and conclusive on all of the parties affected.

3.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of trees, brush, or other matters require, the Archi-

tectural Committee may, by an affirmative vote of the majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

3.4 Non-Waiver: The approval of the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter, requiring the approval of the Architectural Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

3.5 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished elevation. The Architectural Committee shall exercise its best efforts to protect the natural view of each Lot insofar as such protection is consistent with the overall development.

3.6 Preliminary Approvals: Persons who anticipate constructing improvements on lands within the Subdivision, whether they already own lands or are contemplating the purchase of lands, may submit preliminary sketches of such improvements to the Architectural Committee in accordance with the then current Architectural Guidelines for KnollWood Subdivision, for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan together with sufficient general information on all aspects that will be required to be in the complete architectural plans and specifications to allow the Architectural Committee to act intelligently on giving an informed and preliminary approval or disapproval. The Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

3.7 Architectural Guide: The Architectural Committee shall prepare and may amend from time to time, and shall make available to owners of Lots, an Architectural Guide for the Subdivision, which Guide may specify styles, materials, colors and any other architectural requirements, landscaping or any other matter affecting the appearance of the property as well as improvements thereon.

3.8 Architectural Committee Not Liable: The Architectural Committee shall not be liable in damages to any person submitting any architectural plans for approval, or to any owner or owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing shall be deemed to have agreed and covenanted that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

3.9 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five years after approval or disapproval.

3.10 Occupancy: No Building within the Property shall be occupied until the owner has completed the Building in accordance with, and complied with, all approved plans and is entitled to occupancy.

ARTICLE IV

GENERAL RESTRICTIONS ON ALL PROPERTY

4.1 Zoning Regulations: No lands within the Subdivision shall every be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

4.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, or excavating or drilling for any substances within the earth, including oil, gas, water, minerals, gravel, sand, rock, and earth, shall ever be permitted on the surface of the Property.

4.3 No Business Uses: The lands within the Property shall be used exclusively for single family residential living purposes, such purposes, to be confined to approved residential Buildings within the Property. No lands within the Property shall ever be occupied or used for any commercial or business purpose, provided, however, that nothing in this paragraph 4.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office, or (b) any owner or his duly authorized agent from renting or leasing said owner's residential Building from time to time, subject to all of the provisions of this Declaration. This section shall not be construed to prevent an owner or renter from housing guests within the Building owned or rented, as long as such guests pay no rent or other fee consideration for housing.

4.4 Restriction on Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including but without limitation, commercial, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

4.5 Site Distance at Intersections: All fencing shall comply with the West Jordan Fencing Ordinance in relationship to sight lines. All shrubs, walls, hedges and fencing shall be installed and maintained in accordance with these guidelines.

4.6 Restrictions on Animals: No animals, livestock, or poultry of any kinds shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to owner's premises or on a leash under handler's control. No animal may be kept which constitutes an annoyance or nuisance to the area.

4.7 No Resubdivision: No lot shall be resubdivided and no Building shall be constructed or allowed to remain on less than one full lot.

4.8 Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

4.9 Service Yards: All clothes lines, equipment, services yards or storage piles on any lot in the Property shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Property.

4.10 Maintenance of Property: All Property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive and slightly condition and in good repair.

4.11 Landscaping Control: Each owner shall maintain his lot and its landscaping in an attractive and safe manner so as not to detract from the community.

4.12 Destruction of Improvements: In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the property.

4.13 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

4.14 No Hazardous Activities: No activities shall be conducted on any Property and no improvements shall be constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property; and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

4.15 No Unsightliness: No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Property, except in service yards meeting the requirements of Section 4.10; (e) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted within Buildings or on Lots if visible from Buildings, Lots or areas surrounding the Property.

4.16 Maintenance During Construction: Each Lot owner is responsible during the construction of any and all improvements upon their Lot to maintain all sidewalks, curb, gutters, and street adjacent to their Lot, free from dirt, rocks, or any debris which may be hazardous or unsightly.

4.17 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings; and no odors shall be emitted from any Lot or Property which is noxious or offensive to others.

4.18 No Cesspools or Septic Tanks: No cesspools or septic tanks shall be permitted on any Property.

4.19 Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot.

4.20 Ingress and Egress: No ingress or egress to any Lot shall be permitted for any person or vehicle except upon dedicated streets as shown on the recorded subdivision plat.

4.21 Slopes and Drainage: All slopes or terraces on any Lot shall be maintained so as to prevent any erosion or runoff thereof upon adjacent streets or adjoining property.

ARTICLE V

RESTRICTIONS ON LOTS

5.1 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot other than one single family dwelling house, and one garage. Each lot must be improved with a garage with at least a two-car capacity but no more than a three-car capacity at the time of construction of the dwelling house on the lot. All garages must be accessible by a paved driveway.

The building sites for all such Buildings and structures shall be approved by the Architectural Committee. In approving or disapproving the building sites, the Architectural Committee shall take into consideration the locations with respect to topography and finished grade elevations and the effect thereof on the setting and surroundings of the Subdivision.

5.2 Residence Floor Area: The residence structure which may be constructed on a lot in the Property shall have a minimum ground floor area, exclusive of garages, balconies, porches, and patios equal to and in compliance with the minimum building square footage requirements established by the West Jordan zoning ordinance. For the purposes of these covenants the basement areas shall in no event be considered a story.

5.3 Dwelling House to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot except as otherwise specifically permitted by the Architectural Committee.

5.4 Building and Landscaping Time Restriction: All construction and alteration work shall be prosecuted diligently and each Building, structure, or improvement which is commenced on any Lot shall be entirely completed within 18 months after commencement of construction. The front yard of each lot shall be landscaped at the date of completion or occupancy of each dwelling.

5.5 Setbacks: Each Lot shall have a front yard extending across the full width of the subject property, a depth of not less than twenty (20) feet, or where applicable by West Jordan City Ordinance fifteen (15) feet. Except for drives and walks, there shall be no structures located in a required front yard or in a required side yard abutting a street (corner lot). The minimum side yard for any interior Lot shall be four (4) feet, and the total width of the two side yards for any interior Lot shall be a minimum of twelve (12) feet. A corner Lot shall have a side yard abutting the street of not less than fifteen (15) feet and not less four (4) feet on the opposite side yard. Each Lot shall have a rear yard the full width of the Lot of a depth not less than twenty (20) feet.

5.6 Height Limitations: No building or structure shall be placed, erected altered or permitted to remain on any Lot which exceeds a height of 25 feet measured vertically from the average finished grade elevation of the foundation of such building or structure.

5.7 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear five feet of each Lot. 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 direction of flow of 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 a public authority or utility company is responsible.

5.8 Towers and Antennae: No towers, and no exposed or outside radio, or other electronic antennae, with the exception of the television antennae shall be allowed or permitted to remain on any Lot.

5.9 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or non permanent out-building shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion in accordance with Section 3.10 hereof.

5.10 Fences: It is the general intention that all perimeter fencing within the Property have a continuity of appearance in keeping with the setting and surrounding of the Property. The term "perimeter fencing" is defined to mean fences along or near Lot lines or fencing not connected with a Building or structure. No fence or wall shall exceed six feet in height. No solid privacy fence or chain link fence shall be allowed in the front yards nor in the side yards in front of the building set back line nor in the side yards of corner lots which face the street. Interior fences, screens or walls which are associated or connected with a Building or structure may be of such design, material and height as may be approved by the Architectural Committee.

5.11 Flashings and Roof Gutters: Flashing or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

ARTICLE VI

ENFORCEMENT

6.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or by any owner of a Lot subject to this Declaration by a proceeding for prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Declarant shall be enforceable by Declarant by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

6.2 Protection of Encumbrances: No violation or breach or any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage of deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

6.3 Limited Liability: Neither Declarant, nor the Architectural Committee nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

ARTICLE VII

GENERAL PROVISIONS

7.1 Duration of Declaration: Any provision, covenant, condition or restrictions contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities; shall continue and remain in full force and effect for the period of fifty years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 1, 2033 A.D., provided, however, that unless at least one year prior to said time of expiration there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

7.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

7.3 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this declaration.

7.4 Consent to Future Development: Each lot owner hereby acknowledges receipt of a copy of this Declaration and of the Declarant's master plan showing the proposed single-family dwelling areas and acknowledges that Declarant intends to request approval from the City of West Jordan for additional single-family lots in subsequent subdivision phases. Each lot owner for himself, his successors and assigns hereby consents to and covenants not to object to any application made by Declarant for any of the above mentioned uses and agrees to execute any and all instruments in writing that may be requested or needed by Declarant to obtain such approvals.

7.5 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

7.6 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or any other provision, restriction, covenant, or condition.

ARTICLE VIII

SPECIAL EXTERIOR WALLS AND PATIO EASEMENTS

8.1 Special Exterior Walls. Each Residence shall contain one windowless exterior wall (the "Special Exterior Wall") which shall face an adjacent lot ("Adjacent Lot").

8.2 Patio and Repair Easements. Subject to the temporary easements hereinafter described, a perpetual easement covering the ground area between: (1) a line running the length of the Special Exterior Wall and extending to the sides of each lot containing the wall, and (2) the property line of each adjacent lot is hereby created for the benefit of the Owner of each such adjacent lot. Such easement areas are depicted on the plat attached hereto as Patio Easements and are expected to be approximately four (4) feet in width. All patio easements may be used by the Owner of each adjacent lot for any purposes consistent with this Declaration. In addition to the patio easement, each Owner of a residence shall have an easement on the property surrounding an adjacent Owner's residence, whether the same is located on such other Owner's lot, the perpetual easement above described, or the common area, for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair any Special Exterior Wall or other exterior wall or the roof of a residence. Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform such maintenance. Such temporary easement shall extend onto such other Owner's lot, perpetual easement, or the

