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BAB ALBRECHT
MTR 140-MISC

DECLARATION OF BUILDING AND USE RESTRICTIONS

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08 APRIL 88 04:23 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY: REBECCA GRAY , DEPUTY

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owners of the following described real property located in the County of Salt Lake, State of Utah, to wit:

Lots 1 to 36 Country Meadows Plat A; according to the plat thereof, as recorded in the office of the County Recorder of said County.

Perry Homes, Inc. does hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

Landscaping shall include at least 1 tree and a combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low spreading shrubs or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner. This covenant and restriction shall not be changed or amended but shall run with the land permanently and perpetually.

Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. This covenant and restriction shall not be changed or amended but shall run with the land permanently and perpetually.

PART B. GENERAL PROVISIONS

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

2. 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.

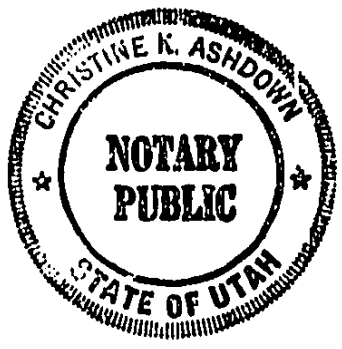
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William O. Perry
Perry Homes, Inc.

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 31 day of March, 1988, personally appeared before me William O. Perry, who being duly sworn by me did say, that said is the president of Perry Homes, Inc., and that the within and foregoing instrument was signed in behalf of said corporation, by authority of a resolution of its Board of Directors and the said William O. Perry duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal this 31 day of March, 19 88.



Christine K. Ashdown
Notary Public

Residing in Salt Lake, Utah
My Commission Expires: 9-12-90