

5847291  
06/10/94 4:12 PM 40.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
GUARDIAN TITLE  
REC BY: B GRAY DEPUTY - WI

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

5847291

DECLARATION OF PROTECTIVE COVENANTS  
FOR BARTON HOLLOW SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

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

Known as BARTON HOLLOW SUBDIVISION (PHASE I), according to the plat thereof, In consideration of the premises and as part of the general plan for improvement of the property comprising the Barton Hollow Subdivision, we do hereby declare the property herein above described and all lots located therein, subject to the restrictions and covenants herein recited. 19 lots

ARTICLE I  
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 four vehicles. Two car garages will be required for all homes unless otherwise approved by 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 upon the lot have been approved by the Barton Hollow Subdivision Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with topography and finish grade elevation. 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. All requests for approval shall be as provided herein. One set of plans must be submitted for this purpose, which will be returned to the lot owner with the approval or disapproval thereof.

3. Dwelling Quality and Size.

Except as otherwise provided herein, each dwelling shall conform to the West Jordan City R-1-8B footprint requirements.

4. City and Other Approval.

Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity. By approving plans, the Architectural Control Committee assumes no responsibility for plan conformity to any

BK6959PG1847

other criteria other than the requirements of this Declaration of Protective Covenants.

5. Building Location.

(a) Building location must conform to the requirements of West Jordan City.

(b) For the purpose of this covenant, eaves, steps, and 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.

6. Roofing and Exterior Materials.

All exterior materials utilized on dwellings and other structures shall also comply with the R-1-8B footprint requirements.

7. Chimneys.

Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies.

8. Paving.

Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick or paving blocks. Gravel areas are not permitted.

9. Solar Equipment.

Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

10. Antennas.

All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the Architectural Control Committee. Satellite dish antennas greater than 18" in diameter shall not be permitted on roofs.

11. Pools, Spas, Fountains, Gamecourts.

Any desired pools, spas, fountains, and gamecourts must be approved by the Architectural Control Committee and shall be located to avoid impacting adjacent properties with light or sound. No gamecourt shall be located in front of side yards, Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

12. Sheet Metal, Flashing and Vents.

All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

13. Gas and Electric Meters.

Meter locations are to be designed into the architecture of the dwelling and screened from view.

14. Construction Time Following Purchase.

The grantee or grantees of any building lot within the subdivision, shall within 1 year from the purchase date of said lot, commence construction and having commenced construction upon said lot, shall continue therewith and have the dwelling

UNRECORDED  
PL 88-1088

8K6959PG1848

structure upon the lot ready for occupancy as a residence within eighteen (18) months from the date construction is commenced. Landscaping of any dwelling shall be completed within twelve (12) months after the initial occupancy. The Barton Hollow Subdivision Architectural Control Committee shall have the right, at its sole discretion, to grant extensions.

15. Easement.

For the installation of and maintenance of utilities and drainage facilities areas 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. 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.

16. 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 line or storage or any articles which are unsightly in the opinion of the Barton Hollow Architectural Control Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed, and are being regularly used. No trailers, campers, boats, or other recreational vehicles shall be stored on the streets or on the yards of any lot unless parked in an enclosed garage. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles.

17. 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.

18. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage 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.

19. Animals and Pets.

Dogs, cats or other household pets 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 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.

No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by owner and approved by the Architectural Control Committee. Any owner or other resident within the Development who violates this Section shall be subject to such penalties as the Board by resolution may provide. No horses or other farm animals shall be allowed on any lot within the subdivision.

If, in the opinion of the Proctor Farm Subdivision Architectural Committee, any of the forenamed animals or pets become an annoyance, nuisance or obnoxious to other owners within the subdivisions, the committee may require a reduction in the number of animals or pets permitted or removal of any such animal or pet.

20. Landscaping.

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained. The Declarant shall install the landscape park strip between the sidewalk and curb along 1300 West, as required by West Jordan City, specifically the north side of lots 7, 8, and 9. Landscaping will consist of individual irrigation systems, and 2 inch caliper trees. Initially, the irrigation system will be connected to one main water line and meter. The irrigation system of those lots that are adjacent or back up to 1300 West will be designed to provide a stubbed in water supply line to the trees that will be planted along 1300 West for perpetual care by the respective lot owners.

21. Street Trees.

The owner of each lot shall be required to install one (1) inch caliper shade tree of a variety specified by the Barton Hollow Subdivision Architectural Control Committee for each thirty (40) forty feet of street frontage. The trees shall be centered in the park strip between the sidewalk and curb or if there is no park strip trees shall be planted three (3) feet behind the sidewalk. Trees shall be installed when the property is initially landscaped. The Barton Hollow Subdivision Architectural Control Committee may, at its sole option elect to waive this requirement for any or all lots.

22. Recreational and Commercial Vehicles and Boats.

No campers, trailers, boats, large trucks and commercial vehicles belonging to owners or other residents of the property or guests shall be parked within the Development, except for temporary parking not to exceed forty-eight (48) hours.

23. 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

LIGHT TYPE  
CO. RECORDER

BK 6959PG 1850

in square foot area than the area of the lot at the time of its initial purchase.

24. Fencing.

The Declarant shall install the fence along 1300 West, and elsewhere if West Jordan City requires. the owner of each lot shall be required to properly maintain this fence on both sides and keep it in good repair.

ARTICLE II  
EASEMENTS

1. Easements for installation and maintenance of utilities and drainage facilities, and all other easements, are reserved as shown on the recorded plat or herein set forth.

2. Wherever sanitary sewer, culinary water, irrigation water, electricity, gas, telephone and cable television or drainage lines and/or facilities are installed within the subject property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots owned by others or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

ARTICLE III  
DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of 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, after which time said covenants shall be automatically extended for successive period of the (10) years unless as instrument 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.

2. Enforcement.

The owner of owners of any portion of the subject property, and/or the architectural control committee, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, 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. Failure by the Architectural Control Committee, the Declarant executing these conditions, covenants and reservations or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no even be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not

exclusive.

3. Construction and Validity of Restrictions.

All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

4. Architectural Control Committee.

The Architectural Control Committee which is vested with the powers described hereinabove shall initially consist of two (2) persons appointed by the undersigned Declarant. Prior to the commencement of any excavations, construction, remodeling or alteration to any structure theretofore completed, there shall first be filed with architectural control committee one (1) complete sets of plans and specifications for such excavation, construction, remodeling or alteration, together with a block or plot plan indicating the exact part of the subject property the improvement will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The committee shall have the right to refuse to approve any such plans and specifications which, in the committee's discretion, are not desirable, and in so passing upon them the committee shall have the right to take into consideration the suitability of any harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. No member of the architectural control committee shall be entitled to any compensation for services performed pursuant to these covenants and restriction.

At any time, the then record owners of a majority of the subject property shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event of the death of resignation or the refusal or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill and such vacancy with like authority.

The Architectural Control Committee shall have the power and

LIGHT TYPE  
CO. RECORDER

BK6959PG1852

authority to take such action as it deems necessary to keep any portion of the subject property and exterior of any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the committee may notify any owner of a portion of the subject property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the Architectural Control Committee may cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The architectural Control Committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved. The initial Architectural Control Committee shall consist of Alan M. Borg, and Clark Chytrus. After completion of development, Declarant shall Appoint two (2) persons to replace the initial committee members named hereinabove. The two (2) members appointed at that time by Declarant shall be appointed to staggered initial terms of one, and two years respectively. At the expiration of a member's term, an election shall be held by the owners who shall elect a new member to the Architectural Control Committee for a two (2) year term. In elections each lot shall be construed to have one (1) vote.

5. Assignment and Reservation of Powers.

Any and all rights and powers of the undersigned Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors-in-interest of the Declarant.

6. Consent.

The Declarant has obtained the acknowledgement and consent to these protective covenants of all third-party living unit owners, and all parties possessing liens affecting any portion of the subject property; and all such consents are attached hereto and by this reference are made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 10 day of June, 1994.

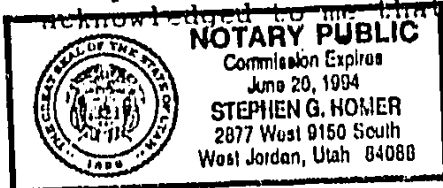
By: ~~Alan M. Borg~~, Developer *Eastland Development Group, Inc. by David J. Neen, Pte President*

STATE OF UTAH

My Commission Expires: 20 June 94  
Residing in West Jordan, Utah

COUNTY OF SALT LAKE

ON THE 10<sup>th</sup> DAY OF June, 1994, personally appeared before me, Alan M. Borg, who being duly sworn, did say that he is the person whose name is subscribed to within this instrument and he executed the same as President of Eastland Development Group, Incorporated, a Utah Corporation, and pursuant to authorization of the Board of Directors of said corporation. *Stephen G. Homer*  
NOTARY PUBLIC



LIGHT TYPE  
CO. REORDERER

BK 6959 Pg 1853