

WHEN RECORDED, PLEASE RETURN TO:

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

5857354  
06/22/94 4:46 PM 80.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
REC BY: B GRAY DEPUTY - WI

DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS AND CONDITIONS  
AFFECTING THE REAL PROPERTY KNOWN AS  
BRIGADOON PARK ESTATES SUBDIVISION

This Declaration is made on the 17th day of June, 1994  
by William C. Hafeman and Don M. Christensen.

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property in  
West Jordan City, Salt Lake County, Utah to wit:  
All of lots 1-63 inclusive, Brigadoon Park  
Estates Subdivision, according to the official  
plat thereof as recorded in the office of the  
Salt Lake County Recorder.

NOW, THEREFORE, Developers and Homeowners hereby declare that all of  
the property above described shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions  
which are for the purpose of protecting the value and desirability  
of, and which shall run with the real property and be binding on all  
parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,  
and shall inure to the benefit of each owner thereof.

RESIDENTIAL AREA RESTRICTIONS AND COVENANTS

Land Use and Building Type: No lot shall be used except for resi-  
dential purposes. No building shall be erected, altered or placed  
or permitted to remain on any lot other than one detached single  
family dwelling not to exceed two stories in height and private  
garages for not less than two vehicles. All construction to be of  
new materials, except that used brick may be used with prior written  
approval of the Architectural Control Committee.

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 have been approved  
in writing by the Architectural Control Committee as to quality of  
workmanship and materials, harmony of external design with existing  
structures, and as to location with respect to topography and finish  
grade elevation. No fence or wall shall be erected, placed or altered  
on any lot nearer to any street than the front building setback line.

Dwelling Cost, Quality and Size: No dwelling shall be permitted on  
any lot at a cost of less than \$130,000.00 exclusive of the lot, based  
upon cost levels prevailing on the date of these covenants and  
recording thereof; it being the intention and purpose of the cove-

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ants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of a rambler or Bi-Level shall be not less than 1800 square feet and not less than a total of 2800 square feet. Two story homes shall be permitted if the main floor living area is at least 1300 square feet and at least 1300 square feet on the upper level and not less than 3600 square feet total. Split level or multiple level dwellings must not be less than 1600 square feet on the main level and have not less than 3000 square feet total. All homes shall have at least 25 percent brick or rock on the main level. The exterior of all dwellings are restricted to brick, rock or stucco or a combination thereof. No aluminum or wood siding will be permitted.

Building Location: No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 30 feet to any side street line, except cul-de-sac lots which may be located 20 feet from the front property line. No dwelling shall be located nearer than 8 feet to any interior lot line with both side yards totaling not less than 16 feet. Rear yard accessory buildings shall have a 3 feet minimum side yard and a minimum 3 feet rear yard and shall be located at least 6 feet from the main building. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line and not nearer than 10 feet to the rear lot line on corner lots.

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 any building to encroach upon another lot.

Easement: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 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 the improvements for which a public authority or utility company is responsible.

Nuisances: No noxious or offensive activity shall be carried on upon any lot nor anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted if they can be viewed from the street unless they are in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets. No automobiles, trailers, boats or other vehicles shall be stored on front or side lots unless they are in running condition, properly licensed and are being regularly used. No automobiles, trailers, boats or other vehicles shall be repaired on front or side lots, unless such repairs can be completed in 1 working day.

Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage or other temporary buildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted as residences.

Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's care and control.

Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for 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 materials or other objects are to be stored on any lot in view of the general public.

Sight Distance at Intersection: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be allowed at the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Initial Landscaping: It shall be the responsibility of each individual owner to install and maintain front landscaping within one year (365 days) of the date of completion of residence. Landscaping shall include but not be limited to berming, lawn and foliage. It shall be responsibility of each owner to complete the remainder of landscaping within two (2) years of the completion of the residence. It shall be the continuing duty of the respective owners to maintain, repair, replace the landscaped areas as needed on and around their individual lots.

#### ARCHITECTURAL CONTROL COMMITTEE

Membership: A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation

for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore it to it any of its powers and duties; however, an Architectural Control Committee shall not have the power to change the covenants that pertain to the following: Land Use and Building Type, Dwelling Cost, Quality and Size.

The Architectural Control Committee is composed of:

William C. Hafeman

Don M. Christensen

Procedure: The Committee's approval or disapproval shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

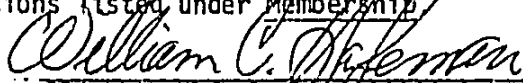
#### GENERAL PROVISIONS

Term: 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 forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten 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 part.

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

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

Amendment: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part subject to the restrictions listed under Membership.

  
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William C. Hafeman

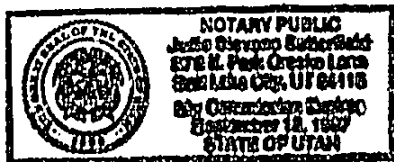
  
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Don M. Christensen

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 17th day of June, 1994 personally appeared before me WILLIAM C. HAFEMAN and DON M. CHRISTENSEN who being by me duly sworn, did say, each for himself that they the said WILLIAM C. HAFEMAN and DON M. CHRISTENSEN did sign the within and foregoing instrument.



*Jeffrey Sutherland*  
Notary Public

My commission expires:

9/18/97

Residing at:

Salt Lake County

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