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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
REC BY: B GRAY DEPUTY - WI

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST FIELD DOWNS SUBDIVISION PHASE I**

THIS DECLARATION is made this 13th day of June, 1994, by Hoggan Estates Venture, hereinafter referred to as "Declarant".

WHEREAS, the undersigned being the owners of the following described real property located in the City of Riverton, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 101 through 130 West Field Downs Subdivision Phase I, according to the official plat as filed with the Salt Lake County Recorder in Salt Lake County, Utah.

Whereas, declarant intends that each and every lot, together with the common easements, shall hereafter be subject to the conditions herein declared:

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Dale A. Kehl and Kent Hoggan. 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 member of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within thirty (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.

SECTION 3. All fences must meet Riverton City codes. No side boundary walls and/or fences shall be constructed with a height of more than eight (8) feet. No wall and/or fence of any height shall be constructed on any lot until after the height, type, design, materials and approximate location thereof shall have been approved in writing by the Architectural Control Committee. The height or elevation of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such height shall be completely determined by the Committee. Walls and/or fences shall be constructed as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed

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two stories in height and must include an attached garage for not less than two vehicles. All construction to be of new materials as stated in Section 3, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$100,000.00, exclusive of lot cost, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality or 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 requirements below are exclusive of open porches and garages:

- Ramblers:** Shall not have less than 1600 finished square feet on main level. Ramblers are to have full basements.
- Multi-Levels:** Shall have not less than 2000 finished square feet; excluding basement.

SECTION 3. DWELLING EXTERIOR.

1. There shall be no more than two dwellings of the same style in a sequence throughout the subdivision.
2. Each dwelling must have a masonry exterior with all brick, or brick and stucco, or rock and stucco. All stucco work must include some popout detail.

SECTION 4. CITY ORDINANCES. All improvements on a Lot shall be made, constructed and maintained and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Riverton, Salt Lake County, and the State of Utah which may apply including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 5. EASEMENTS. Easement 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 drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 6. 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 motor vehicles of any type shall be parked or permitted to remain on the streets or on the property unless they are in running condition, properly licensed and being regularly used.

SECTION 7. TEMPORARY STRUCTURES. No structures of a temporary character, ie, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 8. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers.

SECTION 9. LANDSCAPING. All front and side yards must be landscaped within one year after dwelling is occupied. Rear yards must be landscaped within two years of occupancy of dwelling. All park strips must be planted in grass and lined with Emerald Queen Maple Trees (or equivalent), planted

approximately thirty feet apart. The trees shall be one and one-half to two inch caliper in size and shall be purchased, planted, and cared for by the homeowners and their placement shall be directed by the Architectural Control Committee.

ARTICLE III

ANIMALS

SECTION 1. Lots 101 through 109 and 111 through 120 shall have the rights to have and keep animals in accordance with Riverton City ordinance, except that no animal will be kept, housed, grazed, etc. within seventy-five (75) feet of any public street. Any structure used to house animals or items related to animals, shall be of a permanent nature, compatible to the main house in structure and in appearance.


SECTION 2. Lot 110 and Lots 121 through 130 shall NOT have barn animals, including but not limited to horses, cows, sheep, poultry.

DECLARANT:

HOGGAN ESTATES VENTURE
3356 West 5400 South
Salt Lake City, UT 84118


By: Dale A. Kehl, Partner

13 JUNE 1994
Date


By: Kent Hoggan, Partner

13 June 1994
Date

dale@hoggan.com

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 13th day of June, 1994, personally appeared before me DALE A. KEHL, who being by me duly sworn, did say, that he, the said DALE A. KEHL is the Secretary/Treasurer of KEHL 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, said corporation being one of the joint venturers of HOGGAN ESTATES VENTURE, the joint venture that executed the within instrument and acknowledged to me that said corporation executed the same both individually and as joint venturer of said joint venture and that such joint venture also executed the same.



Jeffrey R. Merrill
8085 Union Park Center #100
Salt Lake City, Utah 84047
My Commission Expires
May 8, 1996
STATE OF UTAH

Notary Public

My Commission Expires: 5-8-98
~~July 15, 1995~~
Residing at: Sandy, Utah

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 13th day of June, 1994, personally appeared before me KENT HOGGAN, who being by me duly sworn, did say, that he, the said KENT HOGGAN is the President of NEWPORT HOLDING, 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, said corporation being one of the joint venturers of HOGGAN ESTATES VENTURE, the joint venture that executed the within instrument and acknowledged to me that said corporation executed the same both individually and as joint venturer of said joint venture and that such joint venture also executed the same.



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