

6210148

6210148  
11/09/95 3:00 PM 60.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SURETY TITLE  
REC BY: E FROGGET DEPUTY - WI

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ELK MEADOWS ESTATES NO.2

THIS DECLARATION is made this 2<sup>nd</sup> day of November  
\_\_\_\_\_, 1995, by Elk Meadows L.L.C. , hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property (hereinafter the "Lots")  
in South Jordan City, Salt Lake County, State of Utah, more particularly described  
as follows:

All of Lots 201 through 243, Elk Meadows No. 2 Subdivision, according  
to the official plat thereof filed with the Salt Lake County Recorder in  
Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them together with  
the Common Easements as specified herein, shall hereafter be subject to the  
covenants, conditions, restrictions, reservations, assessments, charges and liens  
herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting  
the value and desirability of the Lots, that all of the Lots shall be held, sold and  
conveyed subject to the following easements, restrictions, covenants and conditions,  
which shall run with the Lots, and be binding on all parties having any right, title  
or interest in the Lots or any part thereof, their heirs, successors and assigns,  
and shall insure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Milton  
P. Shipp and Steven R. Young. Each representative may represent and act in  
behalf of the committee. 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 members of the committee, nor its designated  
representative shall be entitled to any compensation for the services performed  
pursuant 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.

BK7267PG2042

SECTION 3. No home shall be commenced, erected or maintained upon the Project, until the plans and specifications showing the nature, kind, shape, height, and materials, of the same shall have been submitted to and approved in writing 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 two stories in height, and private garages for not more than three vehicles. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling, Quality, and Size. The main floor level of any private dwelling shall be 1,600 sq. ft. or more for a one story dwelling. A two story dwelling shall have a total of 1900 square feet on the two floors above ground level. Tri-levels shall be figured on the square footage of the floors above ground, including the family room, but excluding basement areas. Minimum square footage on a Tri-level shall be 1,800 square feet. Lots 201, 202, 203, 204, 205, and 206 may have dwelling sizes 100 square feet less than quoted above. All of the above square footages are exclusive of open porches and garages. Each dwelling must have an attached garage for a minimum of 2 cars. A covered breezeway between the garage and the home is acceptable. Each dwelling must be covered with a masonry product, such as brick, rock or stucco.

SECTION 3. 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 South Jordan, 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 4. Easement. Easements for installations 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 5. 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.

SECTION 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

BK7267PG2043

SECTION 7. 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.

SECTION 8. Landscaping. All front yards must be landscaped within one (1) year after dwelling is occupied. All parkstrips must be planted in accordance with landscaping that meets City Ordinances. All trees in the parkstrip must be 1 3/4 inch caliper or larger, and shall be planted a maximum of 30 feet apart. The trees shall be purchased, planted, and cared for by the homeowners.

### ARTICLE III

#### GENERAL PROVISIONS

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do to thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Home Owners, (one vote per home owner), which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 2<sup>nd</sup> day of November, 1995.

BK7267PG2044

DECLARANT

Elk Meadows L.L.C.

By Serengeti, L.L.C., its Manager

By: ~~Henry S. Hemingway~~ <sup>NSH</sup> Henry S. Hemingway  
Henry S. Hemingway

Elk Meadows L.L.C.

By Development Associates, Inc., Member

By: Milton P. Shipp  
Milton P. Shipp


Elk Meadows L.L.C.

By Development Associates, Inc., Member

By: Steven R. Young  
Steven R. Young

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 2nd day of November, 1995,  
personally appeared before me Henry S. Hemingway,  
who being by me duly sworn did say that he is the Manager  
of Serengeti, LLC, that  
he signed the foregoing instrument by proper authority, and he/she duly  
acknowledged to me that said corporation executed the same.

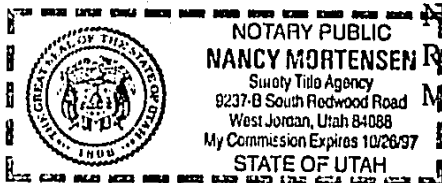
 NOTARY PUBLIC  
**JOAL N. SAVAGE**  
50 South Main #1200  
Salt Lake City, Utah 84144  
My Commission Expires  
May 25, 1999  
STATE OF UTAH

[Signature]  
NOTARY PUBLIC  
Residing at SLC Utah  
My commission expires 5/25/99

BK 7267 PG 2045

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the \_\_\_\_\_ th day of November, 19 95,  
personally appeared before me Steven R. Young and  
Milton P. Shipp, who being by me duly sworn did say that  
they signed the foregoing instrument by proper authority, and they duly acknowledged  
to me said identity.



Nancy Mortensen  
Notary Public  
Residing at West Jordan  
My commission expires 10-26-97

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
personally appeared before me \_\_\_\_\_ and  
\_\_\_\_\_, who being by me duly sworn did say that  
they signed the foregoing instrument by proper authority, and they duly acknowledged  
to me said identity.

Notary Public \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

#### COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. SURETY TITLE AGENCY hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.