

5938530

10/06/94 12:16 PM 5938530 44.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY:K BLANCHARD ,DEPUTY - WI

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
COBBLE CREEK ESTATES

THIS DECLARATION made this 14 day of september 1994 by Kenneth S. Olson and Robert Strang, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in West Jordan, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 301 - 329 Cobble Creek Estates according to the official plat thereof filed with the Salt Lake County

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, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant intends that the Lots, and each of them together with the Common Easements as specified herein, shall hereafter be subject to the covenants.

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 1

SECTION 1. The architectural Control Committee shall be composed of Kenneth Olson & Robert Strang. 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 member of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans, or in a letter form. 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

BK 7032PG2726

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.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combinations and location of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relations to surrounding structures and topography by the Architectural Control Committee.

ARTICLE 11

SECTION 1. Quality

1. No Lots shall be used except for residential purposes.
2. Each dwelling must have an attached garage for a minimum of 2 cars and may have a detached garage with a maximum of 3 vehicles; provided that neither encroach upon any easement.
3. All construction is to be comprised of new materials, except that used brick may be used with prior written consent of the Architectural Control Committee.
4. There shall be no more than two dwellings of the style in a sequence throughout the subdivision.
5. The Exterior of all homes shall have all masonry construction .

SECTION 2. Dwelling Size: All homes must meet the E subzone required by West Jordan. All structures shall be required to have a masonry exterior.

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 West 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 there on which may be or may become an annoyance or nuisance to the neighborhood. No cars, trailers, ect. may be parked on roads on a regular basis. No buses, semi trucks can be stored on property or parked in neighborhood on a regular basis. No nonrunning cars or excessive number of cars may be stored on lots outdoors, no vehicles can be stored on streets. Any unsightly material, metal, refuse, etc. that the Architectural Control Committee sees unsightly to the neighborhood must be stored indoors. The Architectural Control Committee feels strongly that section 5 will keep for a nicer neighborhood, safer neighborhood & that this will keep property values up for everyone now in the future.

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.

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 and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 years of occupancy of dwelling. All park strips must be planted in grass and lined with Bradford flowering pear Tree (or equivalent) planted approx. 30' apart. The trees shall be one & 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. All yards must be planted at least 60% of area in grass. Yards must be maintained on a regular basis, mowed, watered & fertilized to maintain the integrity & property values of the neighborhood prior to landscaping weeds must be kept lower than 12 inches in height or be cut down in front yards side yards kept below 18" in rear yards. Anyone not complying will be notified in writing & given 20 days to comply. If no action taken Architectural Control Committee will hire out work to be done & homeowner will be liable for the cost.

ARTICLE 111

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 restrictions herein contained shall in no event be deemed a waiver of the right to do so 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.


BK 7032 PG 2728

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for the 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 Sixty Five (65%) percent of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approval 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 14th day of September 1994.

DECLARANT

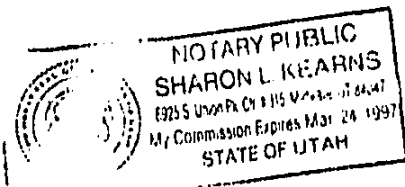
Kenneth Olson

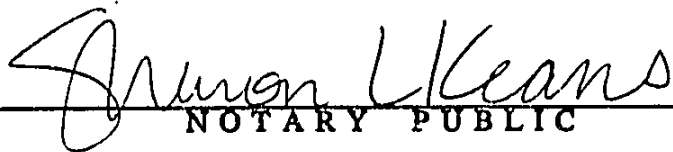
By 

Kenneth Olson

STATE OF UTAH)
COUNTY OF Salt Lake) :ss

On the 6th day October, 1994 personally appeared before me Kenneth Olson the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.




NOTARY PUBLIC

BK 7032PG2729