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Of DECEMBER 92

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KATTE L. DIXON

RECORDER, SALT LAKE COUNTY, UTAH

MERIDIAN TITLE

REC BY: REBECCA GRAY

, DEPUTY

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF JORDAN MEADOWS ESTATES

THIS DECLARATION is made this 18th day of June, 1992 by Kenneth S. Olson, hereinafter referred to as "Declarant."

#### WITNESSETH:

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

All of Lots 201-9 Jordan Meadows Estates #2 according to the official plat thereof filed with the 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 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

# ARCHITECTURAL CONTROL

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 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 de deened 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

## RESIDENTIAL AREA COVENANTS

# SECTION 1. Quality.

1. No Lot 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. Each dwelling may choose to have 13-car garage instead of the minimum 2-car garage and by so doing may reduce the spuare footage of their dwelling by 100 square feet.

3. No building shall exceed two stories in height.

4. Each dwelling must have a masonry exterior with all brick, or brick and stucco, or rock and stucco or stucco, and must have approval by the Architectural Control Committee.

5. All construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.

SECTION 2. Dwelling Size: The requirements below are exclusive of open porches and garages.

Rambler: 1500 Sq. Ft. main level.

Multi-Level: 1500 Sq. Ft. Minimum finished square feet constituting the combination of the main level and upper level, but not including

family room, half bath and laundry room

behind garage.
Two Story: 1st and 2nd floor combined to equal not less

than 2,000 Sq. Ft. 1,000 main floor minimum.

3 Car Garage: Each dwelling may choose to have a 3-car garage instead of the minimum 2-car garage

and by so doing may reduce the square footage

of their dwelling by 100 square feet.

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 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 4. Easement. Easements for installations and maintenance of utilities and drainage facilities are reserced 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.

Section 6. Temporary Structures. No structures of a temporary character, 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 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 Emerald Queen Maple 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.

#### ARTICLE 111

#### 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 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 judgement 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 eighty-five (85%) 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.

TTO WINDWINESSIMBEREOF: the sundersigned subeing the Declarant herein, has hereunto set its hand this 18th Day of June, 1992.

DECLARANT:

Kenneth Olson

Kenneth Olson

STATE OF UTAH		) ) :ss
COUNTY OF Salt Lake	)	, 100

On the 30th November, 1992 personally appeared before me Kenneth Olson the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

DARRELL K BACK
Notary Public
STATE OF UTABL
My Commission Embrace
August 10, 1993
1736 take breed, alc, ut 64163