

5803455

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CINNAMON TREE

File # 93-197
Ordin. # _____
Resol. # _____
Item # _____
Other _____

THIS DECLARATION is made this 14th day of July, 1993 by Bach Development, Incorporated, hereinafter referred to as "Declarant."

W I T N E S S E T H :

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

All of lots 101 - 143, Cinnamon Tree 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 the Board of Directors of Bach Development, Incorporated. 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 members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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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 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 II

RESIDENTIAL AREA COVENANTS

Section 1. Quality. No Lot shall be used except for residential purposes. Buildings may not exceed 2 stories in height. Each dwelling must have a partially brick or rock front with stucco or siding. 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 Size.

| | |
|------------|---|
| Rambler: | 1000 Sq. Ft. Main level |
| Tri-Level: | 1000 Sq. Ft. Minimum finished square feet constituting the combination of the main level and upper level. |
| Two Story: | Minimum of 1500 Sq. Ft. for 1st floor and 2nd floor combined. |

All of the above requirements are exclusive of open porches and garages. Each dwelling must have an attached garage for a minimum of 2 cars and 3 car garages are permitted.

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 West Valley City, 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. Easements. 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 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 occupation of dwelling. All parkstrips must be planted in grass and uniform trees and shall be planted approx. 30' apart in parkstrips throughout the subdivision. The trees shall be 5 gallon 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

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.

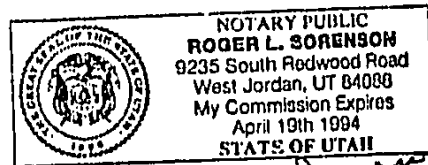
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years for the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least eight-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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set it's hand this 14th day of July.

DECLARANT:

Bach Development, Inc.

By *Dale L. Rindlisbacher*
Dale L. Rindlisbacher
President



Roger L. Sorenson

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04/25/94 4:00 PM 59.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
REC BY: D KILPACK , DEPUTY - WI