

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF COBBLE CREEK EAST PHASE 1**

THIS DECLARATION is made this 21st day of May, 1997, by Ken S. Olson. Hereinafter referred to as "Declarant."

WITNESSETH:

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

Lots 101 through 124 of Cobble Creek East 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 and interest in the Lots of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
ARCHITECTURAL CONTROL**

SECTION 1. The Architectural Control Committee shall be composed of all members of Stride Investments L.C., Ken S. Olson. 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 representative 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. 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, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topogra, by the Architectural Control Committee. All structures must also meet West Jordan City ordinances. Out building must be of permanent nature; i.e. footings, foundation, & asphalt shingle roof.

SECTION 4. Homeowner may use any type of fencing on back and sides of back yard up to 30' set back with the following exceptions:

- 1 - Corner lots, side up against road must be comprised of brick, block, or vinyl (NO chain link or wood)
- 2 - From front property line to front of house, fence must be no higher than 3'. This fence from front of lot to front of home must be comprised of Brick, Block, or Vinyl. From front of home to back corner, fence may be up to 6' high and may consist of any proper fencing material.
- 3 - Fence from side of house to side yard must be comprised of Brick, Block, or Vinyl, and may be up to 6' high.
- 4 - No fence will be allowed across the front of property.

SECTION 5. Placement of mail boxes will be assigned by the U.S. Postal Service. Where two boxes have been assigned to be placed next to each other Homevr Owner agrees to cooperate with next door neighbor & use one post for both boxes. That post may be comprised of brick that matches one of the houses or white vinyl only. All mail boxes must meet requirements of the Postal Service. In addition all mail boxes must be white.

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**ARTICLE II
RESIDENTIAL AREA COVENANTS**

SECTION 1. Quality.

- A. No Lot shall be used except for residential purposes.
- B. Each dwelling must have an attached garage for a minimum of 2 cars.
- C. No building shall exceed two stories in height.
- D. Roof Pitch will be no less than 6/12.
- E. Both the exterior building design and the exterior building materials of all dwellings shall be of sufficient quality, durability, and resistance to the elements to satisfy the purpose for this ordinance and the Uniform Building Code.
- F. Each dwelling must have an all masonry exterior, with all brick or equivalent such as brick and stucco, stone and stucco, or brick to meet West Jordan minimum requirements.
- G. 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.
- H. No Modular Homes will be allowed on any lot.

SECTION 2. Dwelling Size. Must meet West Jordan requirements as required for F zoning.

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. Easements. Easements for all 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 park strips must be planted in grass and uniform trees. The Bradford Pear must be planted in the park strips and shall be placed 30 feet apart throughout the subdivision. The trees shall be 5 gallon size and shall be purchased, planted and cared for by the owner 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 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 Owners, 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 22nd day of May, 1997.

DECLARANT:



Stride Investments L.C.
Ken S. Olson

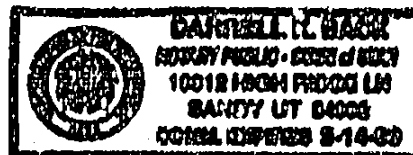
Dated: May 21, 1997

STATE OF UTAH }
COUNTY OF SALT LAKE }

On the 21st day of May, 1997 personally appeared before me Ken S. Olson, the signer of the above instrument, who duly acknowledged to me that he executed same.

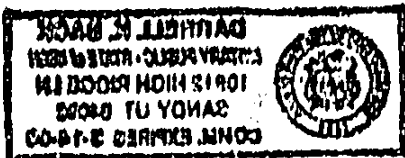

NOTARY PUBLIC

My Commission Expires, 3-14-00
Residing at: Salt Lake City, Utah



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05/21/97 09:25 AM 51.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY:V ASHBY ,DEPUTY - WI



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