

8170634

8170634
03/07/2002 03:53 PM 58.00
Book - 8574 Pg - 4777-4780
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
RECORDING DEPUTY - MI 4 F.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
JORDAN HAVEN PHASE I & II

KCC

THIS DECLARATION is made the 5th day of March 2002, by Ron Thorne Homes a Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

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

All of Lots 101 through 123, and all of Lots 201 through 222, Jordan Haven Phase I & II, according to the official plats 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, and 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, 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/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

RESIDENTIAL AREA COVENANTS

SECTION 1. Dwelling Quality. No lot shall be used except for residential structures. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family building not to exceed two stories in height, and private garages. All construction shall be comprised of new materials.

A) Exterior Requirement. All setbacks (front, rear, sides and corners) must comply with South Jordan City requirements. No structure shall be built with less than 100% of all the faces of the structure of either brick, stone or stucco and must comply with South Jordan City requirements. Roofing materials must be a minimum of 25 year architectural grade, and be a minimum of 6/12 pitch. No swamp coolers allowed on roof

Page 1

BK8574PG4777

- B) Fencing Requirement. All fencing materials must comply with South Jordan City requirements. It is our intention to have a maintenance free fence, therefore no wood fences are allowed.
- C) Outbuildings Requirement. Outbuildings must be 100% masonry. The front must have a minimum of wainscot rock or brick and the roof must be a minimum of 6/12 pitch and a 25 year architectural shingle.

SECTION 2. Dwelling Size. One level dwelling (ranch or rambler) shall have a minimum above ground living space of 1700 square feet with a combined total living space of not less than 3400 square feet. Multi-level and two story dwellings must have a minimum above ground living space of 2200 square feet with a combined total living space of not less than 3300 square feet. Modular homes are not permitted. All homes must have a minimum 2 car attached garage.

SECTION 3. Set backs and Side Yards. The front setback of each lot shall be 30 feet minimum. The rear yard shall be 25 feet minimum. The side yards shall be 10 feet on one side and 10 feet on the other minimum, except corner lots which must be 20 feet minimum on the street side yard.

SECTION 4. 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.

SECTION 5. Easements, Easements for all installations and maintenance of irrigation 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 the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 6. Temporary structures. No structures of a temporary character, ie: 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. Nuisances. No obnoxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 8. 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 9. Pets, Animals, Etc. No animals, other than a reasonable and usual number of household pets, shall be kept on any lot.

SECTION 10. Vehicle Storage. No vehicle shall be stored or parked in view of the street unless it is in running condition and being regularly used. Failure to comply with the provisions hereof shall constitute a nuisance.

SECTION 11. Landscaping. All front and side yards must be landscaped according to South Jordan City requirements. Rear yards must be landscaped within 2 years of occupancy of dwelling.

ARTICLE II

GENERAL PROVISION

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. The individual who is in violation of these Articles stated herein shall be in default and the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action in addition to any other relief to which it or they may be entitled. 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 restriction 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 (Owners are allowed one vote per each Lot owned) 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.

SECTION 4. Lot to Lot Drainage Easements. The Lot to Lot drainage or grading shall be made in such a manner as to provide a path for drainage in designated public utility and drainage easements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 6th day of March, 2002.

DECLARANT:
Jordan Haven Phase I & II

By: Ronald H. Thorne
Ron Thorne Construction, Inc.

STATE OF UTAH

COUNTY OF Salt Lake

On the 6th day of March, 2002, personally appeared before me Ron Thorne who being by me duly sworn, says that he is the President of the above corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws acknowledged to me that said corporation executed the same.

Karen Gailey
Notary Public

