

8538083

When recorded mail to:
Reliance Homes Inc.
5941 Redwood Rd.
Taylorsville, UT 84123

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02/21/2003 10:11 AM 97.00
Book - 8742 Pg - 1162-1168
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RELIANCE HOMES INC
5941 REDWOOD RD
TAYLORSVILLE UT 84123
BY: HNP, DEPUTY - WI 7 P.

**DECLARATION OF RESTRICTIVE COVENANTS FOR
The Oaks at Jordan Hills Villages
Phase 9**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in West Jordan City, Salt Lake County, State of Utah, to-wit:

All lots 1 to 76 inclusive, The Oaks at Jordan Hills Villages phase 9; according to the plat thereof, as recorded in the office of the County Recorder of said County.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than three vehicles or less than two vehicles.
2. Architectural Control. No outbuilding or additions shall be erected, placed, nor altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by The Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the city. Satellite dish antennas greater than 24" shall not be permitted.
4. Dwelling Quality and Size. The single-family dwelling minimum square feet shall be 900.
5. City and Other Approval. Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity. By approving plans, the

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Architectural Control Committee assumes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration of Protective Covenants.

6. Building Location.

- a) Building location must conform to the requirements of West Jordan City.
- b) Detached Accessory Buildings. A detached accessory building may be permitted, subject to all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall compliment in design and composition the dwelling placed in the Lot and in no event shall such accessory building be permitted with a height greater than ten feet.
- c) Temporary Structures. No structure of a temporary character, such as, trailers, basement tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No modular homes are permitted upon a building lot for permanent use.
- d) For the purpose of this covenant, eaves, steps, and porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

7. Exterior Materials. The front elevation needs to conform with West Jordan City zoning ordinances. Stucco must be neutral colors.

8. Landscaping. Landscaping on each Lot shall comply with the following standards:

- a) Landscaping shall be installed in front yards, between the front line of the house and the curb on the entire width of the Lot, excluding the driveway areas. On corner Lots, landscaping shall be installed in all areas between the curb and the sidelines of the house between the front property line and the rear property line, which are visible from the adjacent public right-of-way. Each owner shall install and maintain an automatic sprinkler system that is adequate to provide water coverage to the entire Lot.
- b) Landscaping shall include at least two street trees on the lot (see "d" below for placement), a combination of lawn, shrubs, or ground cover and an automatic sprinkler system. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Lawn should be no less than 75% of landscaped area excluding driveway and walks. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. The homeowner shall determine species, size, and placement of the landscape elements.
- c) Homeowners are responsible for maintaining the park strip landscaping including tree replacement if needed. Landscaping is required to be installed and functioning one year after closing. Landscaping must comply with city ordinance. A \$100 a-day fine will be imposed for landscaping that is not installed properly on time or maintained as outlined.
- d) Street trees are required on each lot: four on corner lots and two on the rest. Where driveways and fire hydrants may prevent both trees being placed in the parkway, the

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second tree may be located somewhere else within the front yard area. These street trees must be of the following varieties: Bur Oak, English Oak, English Oak Crimson Spire, and Red Oak.

9. Fencing. All fencing along the public right of way must be white vinyl. Each owner shall be required to install, within one (1) year of the certificate of occupancy, and shall maintain at his own expense, a solid white vinyl fence and /or gates in the following locations: between the side property lines and living unit on or near their front yard set back line, on corner lots follow the sidewalk from the front façade of the house to the rear property line along with the before mentioned area. Fencing out side of the above-described areas can be wood, chain link, or white vinyl. All fencing must be kept in good repair and any repairs need to match original fencing in color and design. Consult city and other governing bodies for changes that may supersede these covenants.
10. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for The Oaks at Jordan Hills Villages phase 9 subdivision. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
11. 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 any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles, which are unsightly in the opinion of the Architectural Control Committee, will be permitted unless in enclosed areas designed for such purpose.
12. Parking. No vehicle shall be allowed to block the public sidewalk at any time. Inoperable vehicles must be concealed from public view. No camper, trailer, boat, large truck or commercial vehicles belonging to owners or other residents of the property or guests shall be parked on public streets within the development, except for temporary parking not to exceed forty-eight (48) hours.
13. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.
14. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to pet owner's premises or on leash under handler's control. The owner of said household pet shall clean up any dropping from household pets in any outside area.
15. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor

shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

16. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
17. 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.


PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Definition. The Architectural Control Committee shall be known through out this document as "The Committee".
2. Membership. 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 the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of:
 1. Vaughn Wilson
 2. Dennis Berrett
 3. Kameron Krishnar
3. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specification, and site plan to the Committee before the review process can commence. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any violation of these covenants comes with a \$100-a-day fine to be imposed at The Committee's discretion.
3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENSIGN DEVELOPMENT

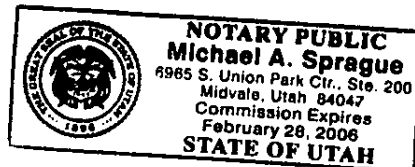
By: 
 DENNIS E. BERRETT
 President

State of UTAH)
 County of Salt Lake)

On the 20th day of February, 2003 personally appeared before me Dennis E. Berrett, who being by me duly sworn, did say that he is the President of Ensign Development Inc., and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said Dennis E. Berrett acknowledged to me that said corporation executed the same.


 Notary Public

Residing at: Salt Lake City, UTAH
 My Commission Expires: 02/28/06



RXLP OAKS AT JORDAN HILLS VILLAGES PH 9				BLK, LOT-QUAR	OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	901	20-34-479-016-0000	NO
		L	902	20-34-479-017-0000	NO
		L	903	20-34-479-018-0000	NO
		L	904	20-34-479-019-0000	NO
		L	905	20-34-479-020-0000	NO
		L	906	20-34-479-021-0000	NO
		L	907	20-34-479-022-0000	NO
		L	908	20-34-479-023-0000	NO
		L	909	20-34-479-024-0000	NO
		L	910	20-34-479-025-0000	NO
		L	911	20-34-485-001-0000	NO
		L	912	20-34-483-021-0000	NO
		L	913	20-34-483-019-0000	NO
		L	914	20-34-483-017-0000	NO
		L	915	20-34-483-015-0000	NO
		L	916	20-34-483-013-0000	NO
		L	917	20-34-483-011-0000	NO
		L	918	20-34-483-008-0000	NO
		L	919	20-34-483-006-0000	NO
		L	920	20-34-483-005-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN

RXLP OAKS AT JORDAN HILLS VILLAGES PH 9				BLK, LOT-QUAR	OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	921	20-34-483-001-0000	NO
		L	922	20-34-483-002-0000	NO
		L	923	20-34-483-003-0000	NO
		L	924	20-34-483-004-0000	NO
		L	925	20-34-483-007-0000	NO
		L	926	20-34-483-009-0000	NO
		L	927	20-34-483-010-0000	NO
		L	928	20-34-483-012-0000	NO
		L	929	20-34-483-014-0000	NO
		L	930	20-34-483-016-0000	NO
		L	931	20-34-483-018-0000	NO
		L	932	20-34-483-020-0000	NO
		L	933	20-34-483-022-0000	NO
		L	934	20-34-485-002-0000	NO
		L	935	20-34-485-003-0000	NO
		L	936	20-34-485-004-0000	NO
		L	937	20-34-485-005-0000	NO
		L	938	20-34-485-006-0000	NO
		L	939	20-34-484-021-0000	NO
		L	940	20-34-484-019-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN

RXLP OAKS AT JORDAN HILLS VILLAGES PH 9				BLK, LOT-QUAR	OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	941	20-34-484-017-0000	NO
		L	942	20-34-484-015-0000	NO
		L	943	20-34-484-013-0000	NO
		L	944	20-34-484-011-0000	NO
		L	945	20-34-484-009-0000	NO
		L	946	20-34-484-007-0000	NO
		L	947	20-34-484-005-0000	NO
		L	948	20-34-484-003-0000	NO
		L	949	20-34-484-001-0000	NO
		L	950	20-34-484-002-0000	NO
		L	951	20-34-484-004-0000	NO
		L	952	20-34-484-006-0000	NO
		L	953	20-34-484-008-0000	NO
		L	954	20-34-484-010-0000	NO
		L	955	20-34-484-012-0000	NO
		L	956	20-34-484-014-0000	NO
		L	957	20-34-484-016-0000	NO
		L	958	20-34-484-018-0000	NO
		L	959	20-34-484-020-0000	NO
		L	960	20-34-484-022-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN

RXLP OAKS AT JORDAN HILLS VILLAGES PH 9				BLK, LOT-QUAR	OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	961	20-34-485-007-0000	NO
		L	962	20-34-485-008-0000	NO
		L	963	20-34-485-009-0000	NO
		L	964	20-34-485-010-0000	NO
		L	965	20-34-485-022-0000	NO
		L	966	20-34-485-021-0000	NO
		L	967	20-34-485-020-0000	NO
		L	968	20-34-485-019-0000	NO
		L	969	20-34-485-018-0000	NO
		L	970	20-34-485-017-0000	NO
		L	971	20-34-485-016-0000	NO
		L	972	20-34-485-015-0000	NO
		L	973	20-34-485-014-0000	NO
		L	974	20-34-485-013-0000	NO
		L	975	20-34-485-012-0000	NO
		L	976	20-34-485-011-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN