

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

5778818  
03/29/94 4:55 PM 37.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
REC BY: B GRAY , DEPUTY - WI

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
GARDENS OF MOUNTAIN VIEW

THIS DECLARATION is made this 22<sup>nd</sup> day of March, 1994, by Gardens of Mountain View, L.C., 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: *20*

All of Lots, 1-22, ~~23-25~~, Gardens of Mountain View Phase 1 ~~and Phase 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, 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 and conveyed subject to the following easements, restrictions, and 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 Gary E. Beers and Harold K. Okubo. 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 committees shall have full authority to select a successor. Neither members 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.

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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 materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location Architectural Control Committee.

## ARTICLE II

### RESIDENTIAL AREA COVENANTS

SECTION 1. 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 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, Quality, and Size. The ground floor level of any private dwelling shall be 1700 Sq. Ft. or more for a one story dwelling or regarding a two-story dwelling, the ground level floor area, exclusive of open porches and garages, shall be at least 1300 Sq. Ft. and the second level must equal at least 2/3 of the ground floor area, except that if the ground floor area is at least 1700 Sq. Ft. there shall be no minimum requirement for the second level floor area. Tri-levels shall be figured as the main and upper floor constituting the main floor area square footage. (Minimum 1500 Sq. Ft.) Each dwelling must be covered with all brick, stone, stucco, or equivalent as approved by the Architectural Control Committee. All Homes built must comply with West Jordan City R-1-12-F Residential Area Covenants.

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 used ordinances.

SECTION 4. Easement. 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 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 Lots 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

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year after dwelling is occupied. Rear yards must be landscaped withing 2 years of occupation of dwelling. All parkstrips must be planted in grass and Honey Locust trees (or equivalent) and shall be planted 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 Contro 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 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 fir successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at lease 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 22<sup>nd</sup> day of March, 1994.

DECLARANT,

Gary E. Beers  
Manager of Gardens of Mountain View, L.C.

Harold K. Okubo  
Manager of Gardens of Mountain View, L.C.

STATE OF UTAH )  
 ) S.S  
COUNTY OF SALT LAKE )

On the 22<sup>nd</sup> day of March, 1994, personally appeared before me Gary E. Beers and

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Harold K. Okubo, Managers of Gardens of Mountain View, L.C., the signers of the foregoing instrument, who duly acknowledged to me that he executed the same, and said partnership executed the same.



Celeste B. Merrill  
Notary Public

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