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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COLCO DEVELOPMENT
10424 S 2700 W
SOUTH JORDAN UTAH 84095
BY: SAM, DEPUTY - WI 7 P.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WHEATLAND ESTATES PHASES 2 & 3

THIS DECLARATION is made this 17th day of October, 2007 by Colco Development Inc., hereinafter referred to as "Declarant."

WITNESSETH:

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

All of Lots 201- 228 and 301-366, Wheatland Estates 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 1

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Jordan H. Bangerter, Adam A. Bangerter and Blair W. Bangerter. 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. Architectural Control Committee shall at their discretion require applicants plans to have specific architectural elements.

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 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.

SECTION 4. The Architectural Review Committee consists of three persons and shall initially be the Declarant, but shall transition to membership of persons elected by the Association. After the last lot is sold, or at such time as the Declarant or its assigns cease to act as an Architectural Review Committee there shall be a three person committee made up of owners of lots elected in a meeting of Owners called for that purpose. Election to the committee shall be for staggered two year terms and shall be by a majority of Owners present at a duly called meeting after Notice. For voting purposes the owner or owners of each lot shall be entitled to one vote for each Lot.

“Lot” shall mean any individual parcel shown upon the Map of the Subdivision, which may be legally conveyed by reference only to the number of such Lot designated on the Map.

“Map” shall mean the official Subdivision plat map recorded as referred to above, and which has become part of the official records in the Office of the Utah County Recorder, State of Utah, as the same may be amended from time to time.

“Owner” shall mean the recorded Owner of a fee simple title to any Lot which is a part of the Subdivision. In the event that more than one party shall be established as the record Owner of a Lot, then for all purposes under this Declaration, all such parties shall be required to act jointly as the Owner of such Lot.

“Notice” shall mean notification by means of mailing to the address of each Owner by United States Mail, postage prepaid. Notice shall be mailed at least seven days prior to any meeting as determined by postmark. Notice is presumed received upon mailing. Notice is not valid unless mailed to each owner. Proof of mailing shall be by affidavit, or certified mail receipt.

SECTION 5. Fencing. Fence may not be chain link. Maximum height of fence shall be 6’ not to extend past the front of the house. No fencing in front of the house.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION 1. Quality.

1. No Lot shall be used except for residential purposes
2. Each dwelling must have an attached garage for a minimum of 2 cars and may have a detached garage with a maximum of 3 vehicles; provided that neither encroach upon any easement. Each dwelling may choose to have a 3-car garage instead of the minimum 2-car garage.
3. No building shall exceed two stories in height.
4. Each dwelling must have a masonry exterior acceptable to the Architectural Control Committee.
5. All construction is to be comprised of new materials, except that used brick may be used with the proper written consent of the Architectural Control Committee.
6. There shall be no dwelling of the same style in a sequence throughout the subdivision.

SECTION 2. Dwelling Size: - The Requirements below are exclusive of open porches and garages and must meet minimum requirements of West Jordan City "D" size home requirements.

Rambler:	<u>2,600 Sq. Ft.</u> minimum all levels combined.
Multi or Split-Level:	<u>2,200 Sq. Ft.</u> minimum all levels combined.
Two Story:	<u>2,700 Sq. Ft.</u> minimum all levels combined.

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. Easement. Easements for installations and maintenance of utilities and drainage facilities are served 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 there on 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 landscaping must meet West Jordan City minimum requirements as outlined in the West Jordan Municipal Code Sections 899-6-706 and 89-6-708.

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 for successive periods of ten (10) years. This Declaration may be amended or terminated by

a vote of at least eighty-five percent (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.

ARTICLE IV

ANNEXATION OF ADDITIONAL LAND

SECTION 1. Annexation of Additional Land. The Declarant expressly reserves the option unto itself, and its successors or assigns, until the date seven years from the recordation of the original Declaration, to expand the Project through the annexation of contiguous additional land into the Project. Within the time period provided, the Declarant may annex the additional land without the consent of the Owners or other limitation. The Declarant shall have the right and shall be required to amend this Declaration to appropriately reflect all relevant information, as required by law or otherwise, in conjunction with annexation of additional land within the Project. The amendment of this Declaration shall: (i) be duly executed and acknowledged by the Declarant and by all other Owners and lessees of the Additional Land to be annexed to the Project; and (ii) contain a metes and bounds description of the Additional Land to be annexed. The Declarant is under no obligation, if it proceeds to develop the adjacent real property, to annex the developed property into the project.

ARTICLE V

HOMEOWNERS ASSOCIATION

SECTION 1. Mandatory Association of Lot Owners. All Lot Owners, their Guarantees, Successors or Assigns shall belong to the Association.

SECTION 2. Areas of Common Maintenance Responsibility. The Association shall exist for the purpose of managing, operating, and maintaining as necessary the Common

Area which shall include the storm water retention pond and areas along 7630 South and any other areas deemed by the City of West Jordan.

SECTION 3. Homeowners Association Committee. The Homeowners Association Committee shall be comprised of Jordan H. Bangerter, Blair W. Bangerter and Adam A. Bangerter until such time as transfer of title has occurred on the last lot in the last phase of the Wheatland Estates Subdivision or until said committee shall appoint other qualified persons. Thereafter, the Homeowners Association Committee shall be comprised of not less than three (3) or no more than five (5) qualified persons who shall be dully elected and appointed by a majority vote of all association members. Ownership of each lot shall be accompanied by one (1) vote.

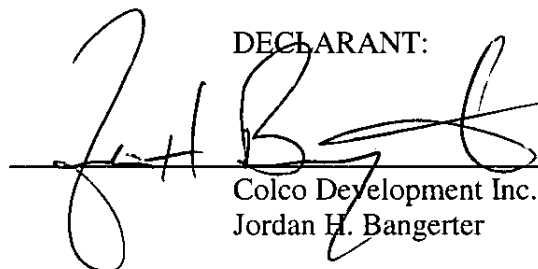
SECTION 4. Homeowner Association Area Maintenance. Pursuant to the requirements of the City of West Jordan, the Association shall be responsible for maintaining the common open space owned by the City of West Jordan. Common open space maintenance shall be permanent and not for a specified amount of time unless the City of West Jordan assumes said responsibility.

SECTION 5. Homeowner Association Fees. All lot owners shall pay a pro-rated share of the cost for maintenance and operation of the association. All lot owners shall pay an annual assessment as established by the Homeowners Association Committee as defined in Article 5 Section 3. No committee member shall receive monetary compensation. Any assessment levied by the Homeowners Association Committee may become a lien on the real property of any lot owner.

SECTION 6. City of West Jordan Enforcement. If the Homeowners Association does not maintain the common open space and improvements as proposed and indicated at the time of subdivision approval, the City may, at its option, do or contract to have done the required maintenance, and recover the costs incident thereto by means of a lien against the involved properties of the members of the homeowners association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 17th day of October, 2007.

DECLARANT:



Colco Development Inc.
Jordan H. Bangerter

STATE OF UTAH
COUNTY OF SALT LAKE

On the 17th day of October, 2007, personally appeared before me Jordan H. Bangerter, President and CEO of Colco Development Inc., owner of Wheatland Estates Subdivision, and executed the above and foregoing.

Sally Merryweather

Notary Public

