

5230164

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTION
OF
JORDAN RIVER ESTATES

THIS DECLARATION is made this 1st day of July, 1991 by Bach Development, Incorporated, 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 101-139, and 201-208,
Jordan River 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, 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

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of the Board of Directors of Bach Development, Incorporated. 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 members of the committee, nor its designated representatives 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 on the set of plans or in letter form. The Owner must submit a set of formal plans,

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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, exterior color combinations and location of the same shall have been submitted to and approved in writing as to the harmony of the exterior design and location in relations to the surrounding structures and topography by the Architectural Control Committee.

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 and by so doing may reduce the square footage of their dwelling by 100 square feet.
3. No building shall exceed two stories in height.
4. Each dwelling must have a masonry exterior with all brick, or brick and stucco, or rock and stucco, or all stucco, and must have approval by the Architectural Control Committee.
5. 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.
6. There shall be no more than two dwellings of the same style in a sequence throughout the subdivision.

SECTION 2. Dwelling size. (The requirements below are exclusive of open porches and garages.)

Rambler: 1600 Sq. Ft. main level.
Multi-level: 1500 Sq. Ft. minimum finished square feet
constituting the combination of the main and upper
level, but not including family room, half bath
and laundry room behind garage.
Two Story: 1st and 2nd floor combined to equal not less than
2000 Sq. Ft.

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 South 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. Without 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 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 must be landscaped within 2 years of occupation of dwelling. All park strips must be planted in grass and lined with Emerald Queen Maple Trees (or equivalent) planted approx. 30' apart. The trees shall be one and one-half to two inch caliper in size and shall be purchased, planted and cared for by the Homeowners and their placement shall be directed by the Architectural Control Committee.

ARTICLE III

GENERAL PROVISION

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03 APRIL 92 02:17 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BACH DEVELOPMENT
9235 SO REDWOOD RD WEST JORDAN
UT 84088
REC BY: SHARON WEST , DEPUTY

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