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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
COUNTRY VIEW  
PLAT 1

5400

5566602  
30 JULY 93 12:37 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
BRIGHTON TITLE  
REC BY: SHARON WEST , DEPUTY

THIS DECLARATION is made this 20th day of July, 1993, by S K DEVELOPMENT, INC., 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 134 Country View,  
Plat 1, 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, 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 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 Steven E. Sinner and Clair G. Carter. 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 representative shall be entitled to any compensation for services performed pursuant to this covenant.

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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.

SECTION 3. All fences must meet South Jordan City codes. No side boundary walls and/or fences shall be constructed with a height of more than eight (8) feet. No wall and/or fence of any height shall be constructed on any lot until after the height, type, design, materials, and approximate location thereof shall have been approved in writing by the Architectural Control committee. The height or elevation of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such height shall be completely determined by the Committee. Walls and/or fences shall be constructed as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee.

## ARTICLE II

### RESIDENTIAL AREA COVENANTS

#### SECTION 1. PART A.

1. No Lot shall be used except for residential purposes.
2. No building shall exceed two stories in height.
3. There shall be no more than two dwellings of the same style in a sequence throughout the subdivision.
4. Each dwelling must have a masonry exterior with all brick, or brick and stucco, or rock and stucco. All stucco work must include some popout detail. The minimum allowed on each dwelling should be 33% brick or rock, unless written consent of 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. Any other materials must be approved by the Architectural Control Committee.

#### PART B.

1. Each dwelling must have an attached garage for a minimum of 2 cars or a maximum of 3 cars. Each lot may have a detached garage with a maximum of 3 vehicles; provided that neither encroach upon any easement.

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**SECTION 2. Dwelling, Quality, and Size.** The requirements below are exclusive of open porches and garages.

- Ramblers:** 1500 square foot, main level.  
**Multi-Level:** 1500 square foot minimum. Finished square feet constituting the combination of the main level and upper level, but not including family room, half bath and laundry room behind garage.  
**Two Story:** First and second floor combined to equal not less than 2000 square feet.

**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 installation 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 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 thereon which may be or may become an annoyance or nuisance to the neighborhood. No motor vehicles of any type shall be parked or permitted to remain on the streets or on the property unless they are in running condition, properly licensed and being regularly used.

**SECTION 6. Temporary Structures.** No structures of a temporary character, ie, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence or sales office, 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 one year after dwelling is occupied. Rear yards must be landscaped within two years of occupancy of dwelling. All park strips must be planted in grass and lined with Honey Locust Trees (or the equivalent). Planted approx. 30' apart. The trees shall be one & 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.

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**SECTION 9. Signage.** No builder, homeowner, real estate company, developer or any other company or individual shall be allowed to display any sign within said subdivision that measures larger than 2,904 square inches without the approval of the Architectural Control Committee. One sign shall be allowed per lot, this sign must be located on the lot owned. S K Builders, Inc. may erect signs upon its own property as S K Builders, Inc. deem necessary for the operation of the subdivision, and for the sale of Lots and/or houses within said subdivision.

**SECTION 10. Commercial Vehicles.** No Large trucks, commercial vehicles, construction, or like equipment, of any kind or type, shall be stored or parked on any residential lot. Nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the neighborhood.

**SECTION 11. Commencement of Construction.** Purchaser of any Lot within this subdivision shall commence construction of a house on said Lot within two years from date fee simple title is conveyed to purchaser. Said house shall be completed with reasonable promptness thereafter. Maximum construction time shall be one year, unless the time limit is extended in writing by the Architectural Control Committee. The Architectural Control Committee may waive or postpone these requirements if it deems necessary, for due cause with prior written consent of the Architectural Control Committee. However, if the Architectural Control Committee waives for one, it shall not constitute a waiver for any more. Each particular case will stand on its own.

ARTICLE III

GENERAL PROVISION

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, 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 judgement or court order shall in no way affect any other provision which shall remain in full force or 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 then at a duly called meeting. Any amendment approval 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 20th day of July, 1993.

DECLARANT:

S K DEVELOPMENT, INC.

By: Steven E. Sinner  
Steven E. Sinner  
President

TITLE WORK TO BE DONE BY:  
BRIGHTON TITLE  
SALLY LAMBSON AT 255-8885

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STATE OF UTAH )  
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 ) :ss  
County of SALT LAKE )

On the 20th day of July, 1995, personally appeared before me  
STEVEN E. SINNER, the signer of the foregoing instrument, who being by me  
duly sworn, did say and duly acknowledge to me that he is the  
PRESIDENT of SK DEVELOPMENT, INC., a  
UTAH corporation that the foregoing instrument was signed on behalf of said corporation  
by authority of its corporate resolution and said STEVEN E. SINNER duly  
acknowledged to me that said corporation executed the same.

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Notary Public

My Commission expires: 11/8/95

Residing in Salt Lake City, Utah

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