

5637148

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
EDEN VIEW No. 1 SUBDIVISION

THIS DECLARATION is made this 21st day of Oct.
1993, by Ronald H. Thorne, hereinafter referred to as "Declarant."

WITNESSETH

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

All of Lots 101 through 118, Eden View No. 1 Subdivision, 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 inure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Ronald H. Thorne and Jeff Terry and Gordon Miller. Each representative may represent and act in behalf of the committee. 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 the 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.

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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 the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing 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. 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. All 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 main floor level of any private dwelling shall be 1,700 sq. ft. or more for a one-story dwelling. A two-story dwelling shall have 1380 sq. ft. on the main floor, with a total of 2200 sq. ft. on the two floors above ground level. Tri-levels shall be figured on the square footage of the floors above ground, including the family room, but excluding basement areas. Minimum square footage on a Tri-level shall be 2,100 sq. ft. All of the above square footages are exclusive of open porches and garages. Each dwelling must have an attached garage for a minimum of 2 cars. A covered breezeway between the garage and the home is acceptable. Each dwelling must be covered with a masonry product, such as brick, rock or stucco, on the main floor level. Approval for any variance from a masonry product on the upper floor level must be given at the sole discretion and opinion of the Architectural Control Committee. All exceptions of the use of masonry products must be approved prior to the beginning of the construction of a home.

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. 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 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.

SECTION 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding 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 one (1) year after dwelling is occupied. Rear yards must be landscaped within two (2) years of occupation of dwelling. All parkstrips must be planted in accordance with landscaping that meets City Ordinances. All trees in the parkstrip must be 1 3/4 inch caliper or larger, and shall be planted a maximum of 30 feet apart. The trees shall be purchased, planted, and cared for by the homeowners.

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 restriction herein contained shall in no event be deemed a waiver of the right to do to 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 seventy-five percent (75%) of the total votes of all Home Owners, (one vote per home owner), 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 21st day of October, 1993.

DECLARANT

Ronald H. Thorne

By: Ronald H. Thorne

Title: President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 21st day of October, 1993,
personally appeared before me Ronald H. Thorne, who
being by me duly sworn did say that he is the President
of Tom Thorne Construction, Inc, that he signed the
foregoing instrument by proper authority, and he/she duly acknowledged to me that
said corporation executed the same.

Lisa P. Bodgett

Notary Public
Residing at Salt Lake City, Utah
My commission expires 11/14/97



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25 OCTOBER 93 12:09 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
REC BY: DIANE KILPACK, DEPUTY

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