

WHEN RECORDED, RETURN TO:  
West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

10/28/94 5953658 10:57 AM 66.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
REC BY: B GRAY DEPUTY - WI

**DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
OF  
WHEATRIDGE ESTATES**

Declaration of Restrictive Covenants and Restrictions Agreements, Restrictions, Covenants, and Conditions affecting the real property known as **WHEATRIDGE ESTATES**, according to the official plan thereof, executed by **KAUFMAN AND BROAD - UTAH, INC.**, a California Corporation (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, "Declarant" is the owner of certain real property, which real property is more particularly described as follows:

**WHEATRIDGE ESTATES SUBDIVISION PHASE ONE**, consisting of Lots 101 through 110, inclusively, according to the official plat thereof on file in the office of the Salt Lake County Recorder.

**WHEATRIDGE ESTATES SUBDIVISION PHASE TWO**, Consisting of Lots 201 through 218 inclusively, according to the official plat thereof on file in the office of the Salt Lake County Recorder.

**WHEATRIDGE ESTATES SUBDIVISION PHASE THREE**, Consisting of Lots 301 through 311 inclusively, according to the official plat thereof on file in the office of the Salt Lake County Recorder.

**WHEREAS**, the undersigned is about to sell Lots of the above described property and desires to subject the said property and Lots, pursuant to a general plan of improvement, to certain restrictions, conditions, convenience, and agreements between itself and several purchasers of said property as hereinafter set forth; and,

**WHEREAS**, the undersigned desires to protect **WHEATRIDGE ESTATES**, its surroundings and nature from undesirable encroachments, and to provide a means by which such character may be safeguarded and protected.

5953658

**NOW THEREFORE**, the undersigned declares that the above described **WHEATRIDGE ESTATES** is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between the undersigned and the several owners and purchasers of said property and their respective heirs, successors and assigns, which restrictions, conditions, covenants and agreements shall inure to and be for the benefit of all purchasers of Lots in the subdivision, their successors and assigns:

**1. ARCHITECTURAL CONTROL COMMITTEE:**

**A. Creation:** An Architectural Control Committee consisting of the three (3) members has been created by the undersigned for the purpose of approving, rejecting, and requiring modification of any plans or specifications for structures to be erected on Lots in said tract and for the enforcement of the covenants and conditions herein specified, so that all structures and properties shall conform to the restrictions and general plans of the undersigned and of the Committee for the improvement and development of the whole tract.

**B. Members:** An Architectural Control Committee, as of the date of these Restrictive Covenants, consists of the following:

John A. Laude  
6925 Union Park Center  
Suite 525  
Midvale, Utah 84047

Michael C. McGee  
6925 Union Park Center  
Suite 525  
Midvale, Utah 84047

Kenneth K. Alton  
6925 Union Park Center  
Suite 525  
Midvale, Utah 84047

**C. Representative and Compensation:** A majority of the committee may designate a representative to act for it. The members of the committee, or its designated nominee, shall not be entitled to compensation for services performed pursuant to these Restrictive Covenants.

**D. Vacancies:** In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. On the first date that Declarant no longer owns any Lot in the project, all of the initial members of the Architectural Committee who have not resigned shall automatically be deemed to have resigned. Thereafter, the then record owners of a majority of the Lots (based on one (1) vote for each Lot) shall have the power through a duly recorded written instrument to change the membership of the Committee or withdraw or restore to it any of its powers and duties. In the event that a 51% majority of the record owners do not, through a duly recorded written instrument, change the membership of the Committee, the powers of said Committee shall revert to the City of West Jordan to enforce.

E. Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days, after plans and specifications have been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

## 2. MUTUAL AND RECIPROCAL BENEFITS:

All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit for each and every Lot created and the owners thereof, and shall be mutual and equitable servitudes upon each of said Lots in favor of each other Lot and owner thereof on the aforesaid property and shall be reciprocal rights and obligations between the respective owners of all of the Lots so created and shall be a privity of contract and estate between Grantees of said Lots, their heirs, successors and assigns and shall, as to the owners of each Lot in said tract, their heirs, successors, and assigns, operate as covenants and conditions running with the land for the benefit of all other Lots in said tract.

## 3. TERM OF RESTRICTION:

Each and all of the restrictions, conditions, covenants and agreements set forth herein shall continue in full force and effect and be binding until the first day of June 2009, upon which date the same shall be automatically continued for successive periods of ten (10) years each unless it is agreed by vote of the then record owners of a majority of the property owners to terminate and do away with the same; provided, however, that at any time after June 1, 2009, these restrictions, conditions, covenants, and agreements may be altered or modified by the vote of the then record owners of a majority of the Lots in the subdivision.

## 4. IMPROVEMENTS:

A. Type of Structures: No building other than one (1) single family dwelling house shall be erected on any of said Lots, nor shall any house constructed on any of said Lots be used for any purpose other than a dwelling house, except the Architectural Control Committee can allow to be located in the area churches, schools, playgrounds and any additional buildings can be constructed but must not exceed 1,000 ft<sup>2</sup> and they shall conform to West Jordan City ordinance and be approved by the Architectural Control Committee.

B. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be used on any Lot at any time as a residency, either temporarily or permanently.

C. Approval: For the purpose of further insuring the development of the lands in the Subdivision as a residential area of high standards, Declarant reserves the right to control the buildings and structures placed on each residential site. The owner or occupant of each site by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall, fence, swimming pool, or other structure shall be placed upon said premises unless and until the plans and specifications and plot plan have been approved in writing by Declarant or its nominee. Each such building, wall, fence, swimming pool, or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved in writing. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant shall deem sufficient. No alteration of the exterior appearance (including without limitation, the color of any buildings or structures) shall be made without like written approval. All buildings and other structures must be approved in writing by Declarant or its nominee.

In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Declarant, or its nominee, before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Declarant, or its nominee.

All plans and specifications for such approval must be submitted at least fifteen (15) days prior to the proposed construction starting date.

As to all improvements, construction and alterations within the property, the Declarant, or its nominee, shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the Declarant's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Declarant, or its nominee, shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which, in the Declarant's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations.

D. Size: The Zoning of Wheatridge Estates subdivision, R-1-12E requires the following:

- 1) The ground floor area of the one-level dwelling, (Rambler or Split Entry) one-story not including open porches and garages, shall be not less than 1,500 ft<sup>2</sup> minimum horizontal living space and 2,400 ft<sup>2</sup> minimum total living space.

2) The ground floor area of the split-level dwelling, (Tri-Level) shall not have less than a minimum of 1,300 ft<sup>2</sup> minimum horizontal living space and 2,400 ft<sup>2</sup> total living space.

3) The ground floor area of the multi-level dwelling, (Two or More) shall have not less than a minimum of 1,200 ft<sup>2</sup> minimum horizontal living space and 3,000 ft<sup>2</sup> minimum total living space.

4) A two (2) car either attached or detached with not less than 400 ft<sup>2</sup> is required, and three (3) car garages are recommended wherever possible. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building and meet all West Jordan City Ordinances.

E. Height: No structures shall exceed two stories above the ground level for living space or be more than that specified by the West Jordan City Title.

F. Construction: When construction is once begun, work thereon must be completed within a reasonable length of time (six months shall be reasonable). No building shall be erected upon any residential site so that any part thereof, including eaves and overhangs, shall be:

1) Closer than thirty (30) feet to the front boundary line of said premises which extends along a platted street in the Subdivision;

2) Closer than eight (8) feet on any interior side boundary line; for a corner Lot, the street side boundary line shall be thirty (30) feet.

3) Closer than twenty-five (25) feet to any rear boundary line, except on corners where rear setback is ten (10) feet;

4) Any accessory buildings must meet all West Jordan City Ordinances.

G. Exterior Masonry: Brick or stone will be required on the exterior of all dwellings. The minimum area (A) of brick or stone required (measured in square feet) will be determined by multiplying the outside perimeter (P) of the foundation (measured in feet), including the garage, by 2 feet as follows:  $P \times 2 = A$ . Stucco may be substituted for up to fifty (50%) percent of the required brick or stone (or  $A = 1P$ ) on any dwelling meeting the floor area requirements of the E subzone. Stucco may be substituted for part or all of the required brick or stone (or  $A = 0$ ) on any dwelling meeting or exceeding the floor area requirements of the F or G subzones. No loghouses shall be constructed.

H. Siding: Siding uses will be approved by the Architectural Control Committee, however, soffit or fascia sections siding should be used.

I. Resubdivision: None of the said Lots may be subdivided except by Declarant.

**5. FENCING AND LANDSCAPING:**

No fence or wall shall be erected, placed or altered on any Lot near to any street in the minimum building setback line, except on corner Lots, no walls, fences or hedges will be permitted within thirty (30) feet of the property line as measured to either street, except for required retaining walls, unless prior approval is given by the Architectural Control Committee. No wall or fence except a decorative wood, stone or brick fence not exceeding six (6) feet in height measured from the adjoining ground surface inside the fence, may be erected or maintained on any Lot. Rear and side yard fencing designs finished by developer according to the City Planning Commission approval must be maintained by the Lot owner after closing.

Boundary planting along any Lot lines, except trees with single trunks, shall not be permitted to grow higher than six (6) feet.

All owners shall likewise maintain their hedges, plants, shrubbery, trees, and lawns in a neat and trim condition at all times.

The surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such Lot or other residential sites adjoining, or which would result in materially obstructing the view from any other Lot or residential site in the Subdivision.

**6. PETS, ANIMALS, ETC.:**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and the numbers meet the point system established by West Jordan City. All animals located on a Lot or parcel of land must be contained upon said Lot or parcel.

**7. LIGHTING:**

Lighting shall be installed by the Developer for the Wheatridge Estates subdivision, according to the City Engineers Office approval.

**8. UTILITIES:**

All electric, television, cable, radio and telephone line installments and connections from Lot Owner's property line to residence or structures shall be placed underground.

**9. SIGNS:**

No advertising sign (except for one of not more than five (5) square feet "For Rent" or "For Sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs, and billboards for the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the construction and sale period, which are approved by the Architectural Control Committee.

**10. RUBBISH CONTROL:**

No rubbish shall be stored or allowed to accumulate on any Lot or property, improved or unimproved, in said subdivision. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats, or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding thirty (30) days. Trash, garbage or other wastes shall be kept in sanitary containers and shall be kept in a clean and sanitary condition and shall be screened by adequate planting or fencing as herein permitted so as to conceal from view of neighboring Lots and streets.

Each Lot, whether improved or unimproved, shall be kept free of trash, weeds, rubbish and other refuse by the Lot owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public.

**11. OIL AND MINING OPERATIONS:**

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**12. ANTENNAE:**

No radio aerials or ham radio broadcast or receiving apparatus, shall be erected, maintained, or placed on any residential site. Rotary beams or other similar devices shall not be constructed on any residential site.

**13. NON-PERMITTED EASTING:**

No campers, boats, boat-trailers, horse-trailers, automobiles, trucks, motorhomes, trailers or horse trailers shall be stored in excess of five (5) days in driveways, on streets, or other areas in open view within this subdivision. Any of the above vehicles, or any part thereof, not in actual use shall be stored or placed in a garage, behind a fence, or other wall-off or enclosed space. No commercial vehicle exceeding three quarter (3/4) of a ton shall be kept or stored upon any Lot unless such vehicle is kept stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the project shall be parked overnight in any street within said subdivision. "Commercial vehicle" for this purpose shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purpose.

**14. MAILBOXES:**

All mailbox types and locations so specified shall be such as to meet all requirements of the Post Office Department. Any visible rust, dents, flaking paint, or other unsightly damage or wear to mailboxes or paperboxes should be promptly repaired.

**15. EASEMENTS:**

Easements for installation and maintenance of utilities and drainage are hereby reserved on each Lot as shown on the final recorded plat. No structure of any kind shall be erected over any of such easements, except upon written permission of the Declarant, its successors or assigns and the various utility companies which may have said easements running in their favor.

**16. 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.



**17. GARAGE CONVERSIONS:**

No owner of a Lot shall convert the garage which is attached to the residential family structure on the Lot to a family room, living room, bedroom, or other such room which would normally be considered living area for the owner; provided, however, that this shall not prohibit the placement of a washer, dryer, freezer, or other such appliance in such garage.

**18. BREACH OR VIOLATION OF COVENANTS:**

In the event of a violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under Declarant, or by virtue of any judicial proceedings, Declarant or the owner of any Lot of residential site in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach.

**19. FAILURE TO ENFORCE:**

The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the endorsement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof. The invalidation by any Court of any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

**20. RECOVERY:**

In the event of the Declarant, Architectural Control Committee or any property owner in this subdivision are successful in prosecuting any violation of these restrictive covenants, he may recover, in addition to any other damages, costs, and expenses of the litigation, including reasonable attorneys fees from the party found to be in violation thereof.

