

5-28 8947067

**DECLARATION OF PROTECTIVE COVENANTS
FOR
MCKEE RIDGE SUBDIVISION II**

KNOW ALL MEN BY THESE PRESENT:

That whereas, the undersigned being the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

**ALL LOTS
MCKEE RIDGE SUBDIVISION II**

In consideration of the premises and as part of the general plan for improvement of the property comprising MCKEE RIDGE SUBDIVISION II, the undersigned does hereby declare the property herein above described, subject to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned use and Building Type

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 detached single family dwellings not to exceed two stories in height and a private garage for at least three vehicles.

2. Architectural Control

- (a) No building shall be erected, placed or altered on any lot until the construction plans including a site plan have been approved by The Architectural Control Committee as to the harmony of external design with existing structures, and as to location in respect to topography and finish grade elevation. One set of plans must be submitted for this purpose, which will be returned to the lot owner with approval or disapproval thereof.
- (b) In the event the committee or its designated representative fails to approve or disapprove plans within ten (10) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. Dwelling Quality and Size

- (a) No dwelling shall be permitted on any lot wherein the floor area of the home, exclusive of open porches and garages is less than 1800 square feet for a rambler style home with a three car, Multi-level homes must have an aggregate footage of above ground floors of 2000 square feet. Two Story homes must have an aggregate footage of above ground floors of 2200 square feet. All homes must have a minimum of a three car garage.

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 01/12/2004 11:31 AM 44.00
 Book - 8932 Pg - 9016-9022
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 NADINE BRAVES
 5710 S JORDAN CANAL RD
 SLC UT 84118
 BY: ZJM, DEPUTY - MI 5 P.

- (b) All homes will be required to have exterior finishes of brick, stone or stucco and have a roof pitch of 7/12 or greater and be shingled with a minimum of 25 year architectural shingles or greater. No aluminum siding will be permitted except on soffit and fascia. Stucco shall be in earth tone colors no bright or dark blues, orange, pink, rose, bright green, purple, or yellow.

4. Building Location

- (a) No building shall be located on any lot nearer than thirty (30') feet to the front lot line or nearer to the side street line than thirty (30') feet, or as per the requirements of South Jordan City. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line that is higher than four (4') feet.
- (b) No building shall be located nearer than ten (10) feet to an interior lot line. No residence shall be nearer than twenty-five (25') feet to the rear lot line.
- (c) All dwellings shall face the public street.
- (d) Fences shall be constructed of vinyl or masonry. Wood fences are not allowed. Wire or chain link shall be allowed around perimeter of detention pond only.
- (e) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot, or to violate any building code in effect at the time of construction.
- (f) The owner/builder is responsible to repair or replace any sidewalk or curb that has been broken after the purchase date of the lot.
- (g) All East and West facing lots shall have One Story or Rambler Style Homes-One Level with a basement. This includes Lots 205, 206, 207, 208, 209, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, and 216.

5. Construction Time Following Purchase

The grantee or grantees of any building lot within the subdivision shall commence construction within twelve (12) months of the purchase date.

6. The Home Owners of Lots 201 and 205 shall be responsible for maintaining, watering and keeping weed free the respective corners that make up the entrance to the subdivision.

7. Nuisances

No noxious or offensive activities 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 clothes line or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in the enclosed areas built and designed for such purpose. Automobiles, trailers, motorhomes, boats, or other vehicles are not to be stored on streets, or in front of homes or in unfenced side yards that are exposed to streets.

8. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

9. Garbage and Refuse Disposal

- (a) The owner/builder is responsible during the construction of a home to see that construction debris is contained in a dumpster and regularly removed from the building site.
- (b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

10. Animals and Pets

- (a) Dogs, cats, or other household pets may be kept as permissible within current zoning regulations provided that they are not kept, bred or maintain for any commercial purpose and are restricted to the owner's premises and under the handlers control.

11. Landscaping

Each lot front and side yards are to be landscaped within six (6) months from the date the home receives final inspection approval (weather conditions permitting.) Trees, lawn, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained continuously. Or in accordance with City Ordinances.

12. Subdivision of Lots

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot.

PART B

THE MCKEE RIDGE ARCHITECTURAL CONTROL COMMITTEE

1. Membership

- (a) The initial MCKEE RIDGE SUBDIVISION II ARCHITECTURAL COMMITTEE is Harold Irving, and Nadine Graves and other invited residences of MCKEE RIDGE Subdivision. 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 shall have full authority to designate a successor. Neither the members of the committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to covenant.

PART C

GENERAL PROVISIONS

1. Terms

These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by the majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement

Enforcement of the foregoing shall be by proceeding at law or in equity against every person persons, or entity violating or attempting to violate any covenant herein, whither to restrain with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorney fee to the person or Association enforcing the same.

3. Severability

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

DATED THIS 12 day of January, 2004

MCKEE RIDGE SUBDIVISION L.C.

By Nadine Graves

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

on the 12th day of January, 2004, personally appeared before me
Nadine Graves, A Member of MCKEE RIDGE SUBDIVISION L.C. who being
by me first duly sworn did say that he/she executed the foregoing instrument in behalf
of MCKEE RIDGE SUBDIVISION L.C.

Rashelle Diehl
NOTARY PUBLIC
Residing at: Salt Lake County



27-16-31