

4383823

AMENDED

DECLARATION OF PROTECTIVE COVENANTS
FOR THE RIDGES OF SUMMER MEADOWS NO. 2 AND 3 SUBDIVISIONS

Recorded on the _____ day of _____, 1987.

Book _____, Page _____, As Entry No. _____

Records of Salt Lake County, Utah.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned own the following described real property situate in Salt Lake County, State of Utah, to-wit:

THE RIDGES OF SUMMER MEADOWS NO. 2 AND 3 SUBDIVISIONS, the official plat of which is on file in the office of the Salt Lake County Recorder.

In consideration of the premises and as part of the general plan for improvement of the property comprising The Ridges of Summer Meadows No. 2 and 3 Subdivisions, the undersigned do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

SECURITY TITLE CO. SLC
No. 243557

PART A
RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type.

No lot shall be used except for residential purposes and in accordance with all applicable zoning and development requirements of Sandy City. 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 with a private garage for not less than two vehicles and for not more than four vehicles.

2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by The Ridges of Summer Meadows No. 2 and 3 Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

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3. Dwelling Quality and Size.

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 1,775 square feet for single story homes. For two story homes the combined footage for both floors shall not be less than 2,100 square feet. For the purposes of these covenants, bi-level or split-level homes shall be considered as single story homes.

4. Building Location.

- (a) Building location must conform to the requirements of Sandy City.
- (b) For the purpose of this covenant, eaves, steps, and porches shall not be considered as a 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.

5. Construction Time Following Purchase.

The grantee or grantees of any building lot within the subdivision shall within 18 months commence construction of a residence upon said property and shall continue therewith and have the structure upon the property ready for occupancy as a residence within 12 months from the date construction is commenced. The grantee or grantees of any building lot within the subdivision shall thereafter have 12 months to complete the construction of landscaping upon the front 50 feet of the purchased lot.

6. Easement.

For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances.

No noxious, offensive or illegal 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 clothes line or storage or any articles which are unsightly in the opinion of The Ridges of Summer Meadows No. 2 and 3 Architectural Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on any streets, nor shall they be stored on any front and side yards unless they are in running condition, properly licensed, and are being regularly used.

8. Temporary Structures.

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

9. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. 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 be 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.

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

If in the opinion of The Ridges of Summer Meadows No. 2 and 3 Architectural Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

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11. Landscaping.

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense immediately upon request of The Ridges of Summer Meadows No. 2 and 3 Architectural Committee.

12. Subdivision of Lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

13. Miscellaneous Requirements.

(a) Grading and home placement plans for lots 41-51 of The Ridges of Summer Meadows No. 2 Subdivision must be approved by the Sandy City Engineer prior to building permits showing that the lots are buildable according to Sandy City's Hillside standards without the anticipation of the granting of variances. Home placement plans must be submitted to and approved by Sandy City for lots 12, 14, 24, 26 and 33 of The Ridges of Summer Meadows No. 2 Subdivision prior to building permits being issued.

(b) Grading plans and landscaping of any hillside areas shall have approval of the Sandy City Engineers prior to building permits being issued.

(c) Building permits are subject to the "2000 East Road Development Fee" in regards to Sandy City Council Resolution #41-11-78-D.

(d) Structures shall be prohibited on the 30% or greater slope areas of any lot, the existing slope ratio shall be maintained and any landscaping or earth movement shall have prior approval from the Sandy City Engineer in compliance with the Sandy City Hillside Standards and Uniform Building Code Requirements.

(e) Fencing shall be prohibited on the 30% or greater slope areas of any lot. Each lot owner along the top of the hillside desiring to install a fence thereon, shall install at their sole expense their respective portion of a continuous fence six feet high, utilizing 1x4 #1 Select Cedar one half inch or less apart on two 2x4 cedar stringers and supported by 4x4 cedar post placed 8 feet on center, all of which shall be stained with stain color Olympic Semi-Transparent #716 or equivalent.

(f) Sprinkler Irrigation Systems shall be installed and maintained by the owners of lots 41 through 51 of The Ridges of Summer Meadows No. 2 Subdivision in such a manner as necessary to sprinkle irrigate the sidehill and slope areas comprising part of said owner's respective lots.

Such sprinkler irrigation systems shall be operated during the months when lawn irrigation is typically required and shall be utilized as frequently as other lawn and/or landscaped areas on the property are irrigated.

14. Fill material has been placed on certain lots within the subdivision. The footings for any and all dwellings being constructed on any lot within the subdivision shall be placed on original materials and not on fill materials. The Buyer or Buyer's assigns or successors in interest shall assume all risk and liability of any nature resulting from footings, foundations or other construction placed on loose or compacted fill materials.

PART B

THE RIDGES OF SUMMER MEADOWS NO. 2 AND 3 ARCHITECTURAL COMMITTEE

1. Membership.

The Ridges of Summer Meadows No. 2 and 3 Architectural Committee is comprised of David L. Beardshall, Robert S. Beardshall and A. Lear Thorpe. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services pursuant to this covenant. Upon initial sale of 100 percent of the lots within the subdivision, the original members of the Committee set forth above shall automatically be released from the committee and the lot owners shall appoint a new three member committee upon nomination and vote of said owners with the owner(s) of each lot collectively having one vote. Thereafter any vacancy on the committee shall be filled in the same manner.

2. Procedure.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated represent

ative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction which has 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.

PART C
GENERAL PROVISIONS

1. Term.

These amended covenants supercede the covenants recorded on November 24, 1986 and are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement.

Enforcement may be by any interested party through proceedings at law or in equity against every person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability.

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

FORT UNION MANAGEMENT COMPANY
By Preferred Equities, Inc. GP

By: A. L. Thorpe
A. Lear Thorpe, President

By Property Enterprises Corp., GP

By: David L. Beardshall
David L. Beardshall, President

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