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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MERRILL TITLE  
REC BY: DOROTHY SINFIELD, DEPUTY

WHEN RECORDED RETURN TO:  
Abe Guss  
450 East 5600 South  
Murray, Utah 84107

**DECLARATION OF PROTECTIVE COVENANTS  
FOR THE RIDGE CREEK NO. 2 AND NO. 3 SUBDIVISIONS**

THIS DECLARATION is made as of November 1, 1989, by ABE GUSS and IRIS GUSS (collectively "Declarants") and IRON CANYON CORPORATION

**WITNESSETH:**

WHEREAS, Declarants are the owners of certain real property located in the Ridgescreek No. 2 and No. 3 Subdivisions, which is situated in Murray City, Salt Lake County, Utah, according to the official plats thereof recorded with the Salt Lake County, Utah, Recorder (collectively the "Plats"), and which is more particularly described on Exhibit "A" attached hereto (the "Property").

NOW, THEREFORE, it is the intention of Declarants, expressed by their execution of this instrument, that the Property be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, views and surroundings of the Property shall always be protected and preserved for the residents thereof, insofar as is possible in connection with the uses and structures permitted by this Declaration. Declarants hereby declare that the Property and every part thereof is and shall be held, conveyed, devised, leased, rented, used, encumbered, occupied and improved, and otherwise affected in any manner, subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof, and for the benefit of each owner thereof. All provisions herein contained shall be deemed to run with the land as covenants running with the land, and shall constitute benefits to and burdens of the Property and each Owner thereof.

**ARTICLE I.  
DEFINITIONS**

Section 1.1. "Building" shall mean and refer to any structure or building to be erected or constructed upon the Property.

Section 1.2. "Lot" shall mean and refer to each of the lots shown on the recorded Plats.

Section 1.3. "Subdivision" shall mean and refer to the Ridge Creek No. 2 and No. 3 Subdivisions as recorded with the Salt Lake County, Utah, Recorder.

BK 6222 PG 2874  
BK 6222 PG 2874

Section 1.4. "Person" shall mean and include an individual, a corporation, a partnership, a trust or any other legal entity.

Section 1.5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title or equitable title to any Lot, including contract sellers, but excluding those persons having such interest merely as security for the performance of an obligation.

**ARTICLE II.**  
**ARCHITECTURAL COMMITTEE**

Section 2.1. Architectural Committee. The Architectural Committee (the "Committee"), shall be composed of three members. Initially, the Committee shall consist of three persons appointed by Declarant. At such time as fifteen of the Lots are sold, then, by majority vote, the Owners of said fifteen Lots shall have the power through a duly recorded written instrument to change the membership of the Committee. Said Committee shall have and exercise all of the powers, duties and responsibilities set out in this Declaration. 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 its designated representative, shall be entitled to any compensation for services performed pursuant to this Declaration.

Section 2.2. Approval of Committee. No improvements of any kind, including but not limited to, Buildings, dwellings, dwelling structures, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, antennae, flag poles, and walks shall ever be altered, constructed or permitted to remain upon any portion of the Subdivision, nor shall any excavating, clearing, removal of trees or shrubs, or landscaping of any kind be done upon any portion of the Subdivision unless the complete plans and specifications, including a site plan, are approved by the Committee prior to the commencement of such work. The Committee's approval as required in this Declaration shall be in writing. The Committee shall consider the materials to be used on the external features of any improvement, the harmony of external design with existing structures within the Subdivision, including exterior colors, and the effect of any such improvements upon the other Lots within the Subdivision. The complete architectural plans and specifications must be submitted in duplicate to the Committee and must include at least four different elevation views. One complete set of plans signed and dated for identification by the Owner must be left with the Committee for its permanent file. In the event the Committee fails to take any action within thirty days after said plans are submitted to the Committee in writing, then all of such plans shall be deemed to be approved. It shall be the goal of the Committee to expedite all requests.

Section 2.3. Variances. The Committee shall have the authority to deviate from the requirements contained herein in extenuating circumstances when following these covenants would create an unreasonable hardship or burden for an Owner. An affirmative vote of a majority of the members of the Committee must be gained for a variance to be granted.

Section 2.4. General Requirements. The Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to the external design, materials, colors, location, height, topography, grade and finished grade elevation in keeping with the architectural guidelines.

Section 2.5. Preliminary Reviews. Persons who anticipate constructing improvements on portions of the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the Committee for informal consideration and preliminary approval.

Section 2.6. Plans. The Committee may disapprove any plans submitted which are not sufficient for it to exercise the judgment required of it by these covenants, however the Committee shall notify the Person submitting said plans of their insufficiency prior to any disapproval.

Section 2.7. Committee Not Liable. The Committee shall not be liable in damages to any Person submitting any plans for approval, or to any Owner of the lands within the Subdivision, by reason or any action, failure to act, approval, disapproval or failure to approve with regard to such plans. Any person or group acquiring title to any lands within the Subdivision or any person submitting plans to the Committee for approval shall, by doing so, be deemed to have agreed and covenanted that he, she or they, will not bring any action or suit to recover damages against the Committee, its members as individuals, or its advisors, employees or agents.

### ARTICLE III. GENERAL RESTRICTIONS ON ALL PROPERTY

Section 3.1. Zoning Regulations. No lands within the Subdivision shall ever be occupied by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

Section 3.2. Oil and Mining Operations. No oil drilling, oil development operations, 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 or in 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.

Section 3.3. No Business Use. The Lots shall be exclusively used for residential living purposes, such purposes to be confined to approved residential Buildings within the Subdivision. No Lots or Buildings within the Subdivisions shall ever be occupied or used for any commercial or business purpose.

**Section 3.4. Restrictions of Signs.** With the exception of a sign no larger than six square feet identifying the architect, and a sign of similar dimension identifying the prime contractor, to be displayed only during the course of construction and, a sign no larger than six square feet for the Owner to advertise his home or Lot for sale, no sign or advertising devices, including, but without limitation to, commercial, informational or directional signs or devices, shall be erected or maintained on any of the lands within the Subdivision, except signs approved in writing by the Committee for purposes of identifying ownership or address, or to caution or warn of danger and as may be required by law. The Committee shall also approve or disapprove of the size, materials, color and location of said signs.

**Section 3.5. Restriction on Animals.** No animals other than ordinary household pets may be kept or allowed to remain on any lands within the Subdivision. Such ordinary household pets shall be kept within the confines of the Owner's Lot and shall not create an annoyance to other Owners. The Committee, in its sole discretion, shall have the right to revoke an Owner's privilege of having an ordinary household pet on the Property and shall have the power to require any Owner to remove such animal belonging to it which is not disciplined or which constitutes an undue annoyance to other Owners.

**Section 3.6. No Resubdivision.** No Lot shall be resubdivided except where one Owner owns two or more lots adjacent to each other and said Owner wishes to relocate the property lines dividing said two or more lots. In such event, no change shall ever create a Lot of less than ten thousand square feet and no such change shall ever provide said Owner with more Lots than he originally purchased or create more Lots than appears on the official Plats. Such change of property lines shall be subject to approval by Murray City and any other appropriate governmental authorities.

**Section 3.7. Underground Utility Lines.** All water, gas, telephone, electrical, cable television and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

**Section 3.8. Clothes Lines.** All clothes lines shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, access roads and areas surrounding the Property.

**Section 3.9. Maintenance of Property.** All property and all improvements on any Lot shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and in good repair.

**Section 3.10. Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of drainage channels or obstruct or retard the flow of water through drainage pipes or channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the

Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 3.11. No Noxious or Offensive Activity. No activities shall be carried on or permitted upon any lands within the Subdivision that are noxious or offensive, nor shall anything be done or placed upon the Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 3.12. No Hazardous Activities. No activities shall be conducted on any Property and no improvements shall be constructed on any of the lands within the Subdivision which are, or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no open fires shall be lighted or permitted on any Property except in a contained unit while attended and in use for cooking purposes within a safe and well designed fireplace approved by the Committee.

Section 3.13. No Unsightliness. No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, unsightly structures, facilities, equipment, tools, boats, vehicles (other than automobiles or pick-up trucks used in the normal course of ingress and egress), objects and conditions shall be enclosed within an approved Building or appropriately screened from view, except equipment and tools when in actual use for construction, maintenance and repair. Specifically, there shall be no trailers, mobile homes, tractors, truck campers, or trucks, other than pick-up trucks used in the normal course of ingress and egress, kept or permitted to remain upon the Property unless appropriately screened from view. No vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property. No lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Property.

Section 3.14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Refuse, trash, garbage or other waste shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed area, appropriately screened from view. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No Owner shall be permitted to maintain an incinerator. Each Lot and its abutting street are to be kept free of trash, weeds and other refuse by the Lot Owner. No unsightly materials or other objects of any kind are to be stored on any Lot in view of the general public.

Section 3.15. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats for the Subdivision. Within these easements, no structures, 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 pipes or channels in the easements. The easement area of each Lot and all improvements on 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. No Owner shall plant any trees or shrubs within or immediately adjacent to any easement without prior written approval of the Committee.

Section 3.16. No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot or any portion of the Property which is unreasonably bright or cause unreasonable glare, no sound shall be emitted from any Lot or any portion of the Property which is unreasonably loud or annoying, including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings and no odors shall be emitted from any Lot or any portion of the Property which is noxious or offensive to others.

Section 3.17. No Cesspools or Septic Tanks No cesspools or septic tanks shall be constructed upon any portion of the Property.

#### ARTICLE IV. RESTRICTION ON LOTS

Section 4.1. Number and Location of Buildings. No Building or structure shall be placed, erected or permitted to remain on any Lot other than a one single family dwelling and one garage together with nonresidential structures and improvements of the types described in Section 2.2 hereof. At the time of construction of the single family dwelling on any Lot, said Lot must also be improved with a garage of at least two car capacity.

Section 4.2. Residential Floor Area. The floor area of the single family dwelling which shall be constructed on the Lot, exclusive of open porches, garages, balconies and patios shall not be less than: (a) 1,500 square feet for ramblers, and (b) 1,200 square feet for split entry structures and two story and tri-level structures with a total square footage of not less than 1,800 square feet (exclusive of basements).

Section 4.3. Single Family Dwelling to be Constructed First. No garage or other structure shall be constructed on any Lot until after commencement of construction of a single family dwelling on the same Lot, except as otherwise specifically permitted by the Committee. All construction and alteration work shall be prosecuted diligently, and each Building, structure or improvement which is commenced on any Lot shall be entirely completed within eighteen months after commencement of construction.

Section 4.4. Height Limitation. No portion of a Building to be constructed on the Property shall be erected to a height greater than twenty-eight feet, measured from the natural or unmodified grade at that point on the Building site. This measurement to be applied to all elevations of the Building.

Section 4.5. Building Location. Each Building shall be located such that:

(a) No Building shall be located on any Lot nearer than thirty feet to the front line, or nearer than twenty feet to any side street line, provided, however, that any garage or carport opening which faces onto a street shall be set back at least twenty-five feet from the street line.

(b) No dwelling shall be located nearer than eight feet to any interior side Lot line, except that the combined side yard distances to the interior side Lot lines shall be not less than twenty feet. No dwelling shall be located on any interior Lot nearer than thirty feet to the rear Lot line and accessory buildings may be located within one foot of a rear lot line provided that no accessory building located on the rear or corner Lot shall be closer than ten feet to the side yard Lot line of an adjoining lot. Notwithstanding the foregoing, on any interior lot with an attached private garage containing a sufficient number of parking spaces to meet the requirement of applicable ordinances, which has minimum side yards as provided herein, the rear yard of the dwelling may be reduced to fifteen feet, provided the garage also has a rear yard of at least fifteen feet. Permitted accessory buildings if approved by the Committee (which approval may be denied in its absolute discretion) may be located not less than six feet to the rear of an approved dwelling from any side street line, so long as such buildings do not encroach upon any easements. All such dwellings and accessory buildings must otherwise comply with applicable building codes and zoning regulations.

(c) For purposes of this covenant, eaves, steps and open porches shall be considered as a part of a Building.

(d) If Murray City building location regulations are less stringent than those contained in this Declaration, compliance with Murray City regulations is acceptable.

Section 4.6. Towers, Antennae and Satellite Dishes. No towers, and no exposed or outside radio or other electronic antennae, with the exception of one television receiving antennae, not to exceed the height of five feet above the roof line, per single family dwelling, shall be allowed or permitted to remain on any Lot. Any satellite dish must be located in a back or side yard appropriately screened from view.

Section 4.7. Used or Temporary Structures. No used or previously erected or temporary houses, structures, house trailers, mobile homes, campers or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Lot, except during construction periods and no dwelling house shall be occupied in any manner prior to its completion and approval in accordance with Section II hereof.

Section 4.8. Fences. All back yards shall be required to be completely enclosed by a fence, the materials and construction of which shall be approved by the Committee. It is recommended that said fence shall also enclose all or a portion (approximately one-half) of each side yard.

Section 4.9. Landscaping, Trees and Shrubs. Owner shall at all times keep his Lot free of weeds and debris and shall within a reasonable time after construction of a dwelling upon such Lot landscape all front and side yards in a manner acceptable to the Committee. Trees planted and maintained within parking strips (the area between sidewalks and street curbs) shall be limited to those approved by Murray City or in the event of the failure to provide guidelines, the approval of the Committee. Trees of the same type shall be planted upon parking strips of the same street in order to give an appearance of uniformity. Landscaping, trees, lawns, shrubs or other plantings provided by the Declarant shall be properly nurtured and maintained or replaced at the Owner's expense upon the request of the Committee.

Section 4.10. Flashings and Roof Gutters. Flashing or roof gutter or other metal fittings on the exterior of any Building within the Subdivision shall be painted to match adjacent materials on the Building.

#### ARTICLE V. ENFORCEMENT

Section 5.1. Enforcement and Remedies. The obligations, provisions, covenants, restrictions and conditions contained within this Declaration or any Supplemental or Amended Declaration shall be enforceable by Declarant or by any Owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its cost and expenses in connection therewith, including reasonable attorney fees.

Section 5.2. Protection of Encumbrances. No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title of interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violation or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors or assigns.

Section 5.3. Limited Liability. Neither Declarant, the Committee or any member, agent or employee of any of the same shall be liable to any party for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.



**ARTICLE VI.**  
**GENERAL PROVISIONS**

Section 6.1. Duration of Declarations. Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for a period ending on the fiftieth anniversary of the date hereof unless, prior to said date, there is recorded an instrument directing the termination of this Declaration, executed by the Owners of not less than ninety percent (90%) of the Lots then subject to this Declaration, in which event this Declaration shall terminate as of the date of recording of said termination.


Section 6.2. Amendment or Revocation. At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amending or repeal, executed by the Owners of not less than ninety percent (90%) of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of another holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.


Section 6.3. Severability. Invalidity or unenforceability of any provisions of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

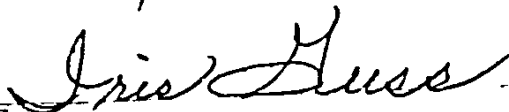
Section 6.4. Captions. The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained within this Declaration.

Section 6.5. No Waiver. Failure to enforce any provision, restriction, covenant or condition within this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, covenant or condition or of any other provision, restriction, covenant or condition.

IN WITNESS WHEREOF, Abe Guss and Iris Guss have executed this Declaration on the day and year first written above.

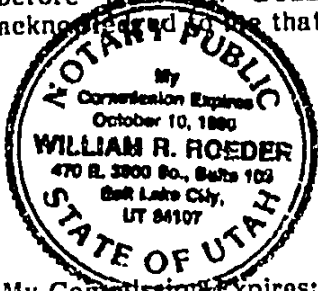
  
\_\_\_\_\_  
ABE GUSS, PRESIDENT  
IRON CANYON CORPORATION

  
\_\_\_\_\_  
Abe Guss

  
\_\_\_\_\_  
Iris Guss

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

On the 1 day of November, 1989, personally appeared before me ABE GUSS, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

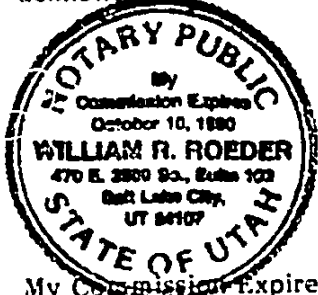


William R. Roeder  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

On the 1st day of November, 1989, personally appeared before me RIS GUSS, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



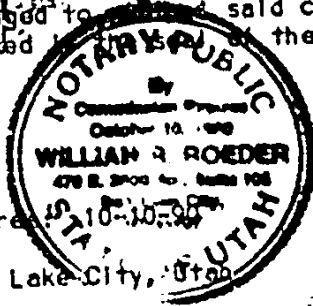
William R. Roeder  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

WKH/GussDecPC

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

On the 22nd day of May, 1990, personally appeared before me Abe Guss, who being by me duly sworn, did say, each for himself, that he, the said Abe Guss is the President of Iron Canyon Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Abe Guss each duly acknowledged to me that said corporation executed the same and that the seal affixed to the said corporation.



*William R. Roeder*  
Notary Public

My Commission Expires

Residing at: Salt Lake City, Utah

EXHIBIT "A"

Property description of Ridge Creek No. 2 and No. 3 Subdivisions

1. A subdivision located in the Northeast Quarter of Section 18, Township 2 South Range 1 East, Salt Lake Base and Meridian being further described as follows:

Beginning at the N.W. corner of Lot No. 1, Ridge Creek Subdivision as recorded in the Salt Lake County Recorder's Office, said point being more specifically described as being North 2833.785 ft., and West 1380.722 ft. from the S.E. corner of Section 18, T.2S., R.1E., S.L.B.&M.; and running thence West 272.250 ft.; thence North 154.000 ft.; thence N 3°30' W. 122.850 ft.; thence North 231.590 ft.; thence N 1°38'55" W. 134.122 ft.; thence East 99.975 ft.; thence N 67°28'53" E. 54.125 ft.; thence East 95.125 ft.; thence S 3°00' W. 9.726 ft.; thence S 24°12' E. 457.380 ft.; thence S 49°26'05" W. 25.467 ft.; thence S 12°36'28" W. 55.227 ft.; thence S 50°50'18" W. 28.087 ft.; thence Southeasterly 70.952 ft. along the arc of a 527.00 ft. radius curve to the right. (Chord bears S 41°14'29" E. 70.898 ft.;) Thence S 66°09'37" W. 61.940 ft.; thence S 50°50'18" W. 110.120 ft. to the point of beginning.

Also known as Lots 201-215, Ridge Creek No. 2 Subdivision, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

2. A subdivision located in the Northeast Quarter of Section 18, Township 2 South, Range 1 East, S.L.B.&M., being further described as follows:

Beginning at a point on the South line of 5600 So. Street, Said point being North 3885.26 ft. and West, 1536.55 ft. from the SE Corner of Section 18, T. 2 S., R. 1 E., S.L.B. & M. and running thence S 44°21'13" E 28.290 ft.; thence S 80°59'16" E 63.000 ft.; thence S 23°30'00" E 60.000 ft.; thence S 7°30'00" E 50.000 ft.; thence S 1°03'19" E 148.813 ft.; thence S 18°12'54" E 21.055 ft.; thence S 3°00'02" W 85.117 ft.; thence West 95.125 ft.; thence S 67°28'53" W 54.125 ft.; thence West 99.975 ft.; thence N 1°38'56" W 371.128 ft.; thence N 74°33'45" E 143.641 ft. to the point of beginning.

Also known as Lots 301-307, Ridge Creek No. 3 Subdivision, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder.