

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**RIDGEWOOD SUBDIVISION**

ENT. 36303:2005 P6 1 of 7  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Apr 06 2:05 pm FEE 32.00 BY SDM  
RECORDED FOR PLATINUM DEVELOPMENT

It is the Developer's desire to restrict the use of lots in Ridgewood and for this purpose the following restrictions are set forth for lots 1-11 Ridgewood Plat A according to the official Plat thereof recorded in the office of the Utah County Recorder State of Utah.

The property covered by these Covenants, Conditions, and Restrictions is located in Highland City, Utah County, State of Utah and has been platted and recorded as Ridgewood in the office of the County Recorder of Utah County.

All lots shown on the plat of Ridgewood are held and shall be conveyed subject to the covenants, conditions and restrictions hereinafter set forth, and all persons and corporations who hereinafter own, or have any interest in any lot in said subdivision shall take and hold the same for a period of twenty-five (25) years from the date of recording provided, however, that said covenants, conditions and restrictions shall be renewed automatically and continue thereafter for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants, conditions, and restrictions in whole or in part.

**1. Home Quality and Size**

- A. All of the lots shown on the subdivision plat shall be used only for residential purpose. No home shall be erected, altered, placed, or permitted to remain on any lot other than single unit or two unit home in the case of two units, the owner must occupy at least one unit at all times.
- B. For a single story home the finished area above grade will not be less than 1900 square feet, exclusive of open porches and garages. All homes must have a minimum of 7/12 pitch.
- C. For a two (or more) story home the finished area above grade will not be less than 2800 square feet, exclusive of open porches and garages.
- D. The following styles of homes will not be allowed; modular, round, octagonal, prefabricated, pre-built, all wood, all aluminum, split entry, log, mobile exterior steel, or any other type of style of home similar in nature to any of the above, as determined by the architectural control committee. Solar homes will be allowed only upon approval by the architectural control committee.
- E. Exterior surface area of all structures will contain no less than 100% brick, natural stone or stucco on the front of each structure and 90% or more brick, natural stone or stucco on the remainder of the structure. Other similar material may be used as approved by the architectural control committee in writing.

F. Any deviation from the modification of section 1 shall be by way of unanimous consent of the architectural control committee duly nominated and elected to serve as future set forth.

G. If a home is constructed with a three (3) car garage the architectural control committee will allow a 100 square footage deduction on the finished area of the home.

## 2. Specifications

A. To protect the investment of the homeowners in the subdivision, homes of good design are mandatory and must be approved by the architectural control committee **prior** to the submittal of the plans to Highland City for the issuing of a building permit.

B. Before any structure is erected, the following specifications need to be met. Any changes, additions, alterations, or remodeling, after initial approval has been given, needs to be approved by the architectural control committee in writing, before any work is commenced.

C. Two (2) complete sets of plans and specifications for any and all proposed improvements shall be submitted to the architectural control committee for approval. No structures shall be constructed upon any lot unless and until the final plans elevations, and specifications therefore have been received and such written approval as herein provided.

Such plans shall include plot plans showing the location on the lot of buildings, wall, fences, or other improvements proposed to be constructed, altered, placed or maintained, together with the proposed construction materials and color schemes for roofs and exteriors.

The architectural control committee shall approve or disapprove plans, specifications, and details within fifteen (15) days from the receipt thereof, the plans and specifications shall be deemed approved should the committee fail to respond within the fifteen (15) day period. One (1) set of plans, specifications, and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the committee for its permanent files.

D. The architectural control committee shall have the right to disapprove any plan, specifications, or details submitted, in the event that the same are not in accordance with all of the provisions of these restrictions. Further, if the design or color scheme of the proposed improvements is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures and if the plans and specifications submitted are incomplete, or in the event the architectural control committee deems the plans, specifications, or details, or any part thereof to be contrary to the interest, or welfare of the subdivision, then the committee shall have the right to disapprove the said plans,

specifications or details submitted. The decision of the committee shall be final, subject to veto by a two thirds vote of all the committee members.

E. The architectural control committee shall not be responsible in any way for defects in any plans or specifications submitted, revised or approved in accordance with the forgoing provisions, nor for any structural or other defects in any work done according to such plans, specifications, or details.

F. The architectural control committee shall have the authority to set up regulations as to the height, architectural plan and design, the size requirements, and color for all improvements, including but not limited to; homes, out buildings, fences, walls, etc.

**G. No improvements shall be built unless they conform to all requirements of the Federal, State, and Local governing authorities including minimum building area restrictions as they may exist at the time of approval of the plan by the architectural control committee. Any site plan engineering performed will be at the sole expense of the lot owner. If it is found in the site plan engineering that there are any additional requirements or that there are requirements as noted on the plat "notes" such as but not limited to; slope, sewer depth, compacted structural fill, compaction criteria, engineering approvals, ground water, ECT., the expense and responsibility will be bore totally by the lot owner. The final grading of the lot is the responsibility of the lot owner.**

H. All driveway approaches through any curb will be professionally saw cut. Curb removal will not be allowed to provide for driveway approaches.

### **3. Maintenance**

A. Lot owners are required to provide a dumpster on site during the entire construction process of Home or other major improvement A deposit of Five Hundred Dollars (\$500.00) will need to be made prior to submittal of plans, specifications, and details, and will not be considered received until the deposit is made in full. The deposit will be returned in full, less any expenses incurred by the committee to clean up debris not properly disposed of during the construction of improvements. The deposit may also be applied as described in Section 7, Paragraph E. The lot owner is responsible to insure that her or his contractors, subcontractors, suppliers and all others will maintain a clean construction site. Dumping of excess concrete and cleaning out any concrete trucks on any part of the subdivision is strictly prohibited except on the specific lot or lots owned by the responsible lot owner. **The Architectural Control Committee reserves the right to levy any fine deemed necessary for any maintenance violation directly to the responsible Lot Owner.**

B. No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All containers used for the storage of disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be

permitted to accumulate. Usage of another lot owner's waste container without the express permission of that lot owner shall result in a fine.

C. Construction of home must be completed; construction material and equipment removed, and the ground graded at final inspection which shall be within twelve (12) months from the date of issuance of the building permit by Highland City. Any extension of the 12 month period must be approved in writing by the architectural control committee.

D. All lots whether improved or unimproved must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such a manner as to not detract from the subdivision as a whole. Sidewalk, parkway, curb, and gutters must be kept clean, in good repair, and unobstructed.

E. Unless otherwise approved in writing by the architectural control committee, no building material of any kind or character shall be placed or stored upon any lot until the owner thereof has obtained a building permit. All materials shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property lines. The lot owner is responsible for any damage or disturbance of improvements and properties caused by contractors, subcontractors, suppliers, and others working to complete improvements on the owner's lot.

#### **4. Restrictions on Uses**

A. 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.

B. No structure of a temporary character (i.e. 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.

C. No livestock or poultry of any kind shall be raised or kept on any lot. Dogs, cats, and other domesticated household pets may be kept provided they are not kept or maintained for any commercial purpose and provided that all pets kept outside must be restrained in a humane and sanitary manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than twenty (20) feet from any neighborhood home. No pets may be kept in unreasonable number and the architectural control committee may establish rules and restrictions from time to time concerning specific breeds and types of dogs or animals permitted in the subdivision.

D. No fence over six (6) feet high will be allowed.

E. No radio or short wave antennas will be allowed.

F. All satellite antenna systems (dishes or disks) must be installed in the back yard. At the discretion of the architectural control committee, these devices may be allowed in the side yards, if fully and properly screened from the street views.

G. No more than two (2) families will be maintained on each lot within the subdivision. One unit must be occupied by the owner at all times. There can only be one entry door on the front of the house.

### **5. Enforcement Right**

If any of the parties hereto or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property in the subdivision, to prosecute using any proceeding law or inequity against the person or persons violating or attempting to violate any such covenants, to prevent him, her or them from doing so and to recover damages, reasonable attorney fees, court costs or other dues for such violations.

### **6. Architectural Control Committee**

A. The initial committee is composed of the following members:

Thomas Grieve (801) 434-4168 Angela Kroff (801) 434-4168 Tiffany Cusick (801) 434-4168

B. When all the lots in the development have been sold by the developer, the structure of the committee will change to include not less than three (3) or more than seven (7) duly elected property owners.

C. Membership on the committee shall be limited to property owners only, as long as at least three (3) property owners consent to serve. In the event the property owners cannot fill at least three (3) seats on the committee, any property owner may nominate a non property owner in the subdivision and such individuals may be voted upon by the lot owners for membership on the committee.

### **7. General Provisions**

A. Except as otherwise provided this declaration can be amended at any time by written instrument executed in recordable form by not less than sixty percent (60%) of the property owners in the subdivision.

B. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded. ( Extension provisions cited previously)


C. Enforcement shall be by proceeding law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

D. Invalidation of anyone of these covenants by judgement or court order shall in no way affect the remaining provisions, which shall remain in full force and effect.

**E. Each lot owner with a member of the architectural control committee must inspect the curb and gutter, sidewalk, streets and other improvements prior to the release of the Five-Hundred-Dollar (\$500.00) deposit. A release form acknowledging a satisfactory inspection signed by a committee member must be received prior to the release of this deposit. A (see section 3 paragraph 1) Any damages caused by the lot owner, his or her own contractors, subcontractors, suppliers or any others in the process of construction of their improvements, shall be required (satisfactory to the Highland City and the Developers requirements) within thirty (30) days after having received written notice from the architectural control committee, Repairs not made by the agreed upon time may be completed by the architectural control committee, and the cost may be withheld from the Five Hundred Dollar (\$500.00) deposit. The lot owner is responsible for the repairs and any shortfall over the amount of the deposit. The architectural control committee reserves the right to levy any fine deemed necessary for damages incurred within the subdivision by any lot owner, her or his contractor, subcontractors, suppliers, or any others in the process of construction of their improvements.**

Any and all rights powers of Declarant herein contained by delegated, transferred or assigned

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this *10* Day of *March*, 2005.

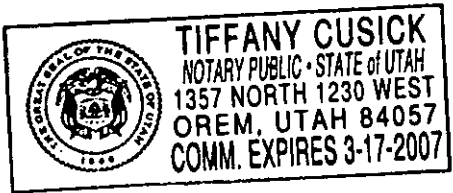
By:   
\_\_\_\_\_

Its: *member*  
\_\_\_\_\_

Ridgewood  
Declarant

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

On this 10 day of March, 2005 before me personally appeared,  
Thomas Griev, who is the, President of  
Platinum Development, who being by me first duly sworn did say that he  
executed the foregoing instrument on behalf of  
Thomas Griev  
pursuant to the authority vested in him and that he signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
NOTARY PUBLIC

DATED this 10 day of March, 2005.