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JEFFERY SMITH
UTAH COUNTY RECORDER
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RECORDED FOR SARATOGA SPRINGS CITY

Protective Covenants
And
Building Restrictions

We the undersigned owners of the following described real property to wit: Lots 901 through 928 and 935 through 940 inclusive, Jacob's Ranch Subdivision – Plat I, located in Saratoga Springs, Utah, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts may, be put, hereby specifying that the said declarations shall constitute covenants to run the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, for the benefit of and limitations upon all future owners, including heirs and assigns, and any other person, corporations or institution which may have interest in or own, in whole or in part, any portion of the described real property.

NOW THEREFORE, for the purpose of developing and preserving the said subdivision in an aesthetically and functionally desirable, uniform, and suitable state, thereby providing a pleasant, secure and well maintained living environment, and so as to protect the investment of all owners therein, present and future, the following declarations are made:

I. Dwellings

a. Size

- i. Single-story (2000 Sq. Ft.) and two story (2800 Sq. Ft.) dwellings must meet the minimum square feet of living space area above grade, exclusive of garages, porches, patios, decks, walkways and basements as outlined in the Saratoga Springs building code.

b. Materials

- i. The front face of the dwelling exterior shall be constructed of 50% brick/stone, 50% stucco or a combination thereof. No other types of finish materials are allowed, with the following exception:
 1. An architectural style such as American Craftsman, Victorian or Cape Cod, which mandates a siding-look exterior, may use high-quality pre-finished wood siding or material of comparable or better appearance, quality and durability, as judged and approved by the Architectural Control Committee (ACC).
- ii. High-quality vinyl or wood windows are encouraged. High-quality aluminum windows may be used if approved by the ACC. (The exterior frame of the wood windows may be clad in heavy-duty aluminum.)
- iii. A high-grade of architectural asphalt roofing (minimum 30-year guarantee or equivalent) or better roofing material is required. Tile roofing may be allowed to accommodate a Mediterranean or Southwestern architectural style.

- iv. Aluminum soffit and fascia material may be used.
- v. Architectural Control Committee Approval

Note that the use of all exterior building materials, including, but not limited to those explicitly mentioned in I. b, are subject to approval by an Architectural Control Committee in order to guarantee that the quality, color, appearance and usage of materials is conducive to protection of the investment of all property owners. Organization and duties of the ACC are discussed in detail in IV below.

c. Architecture

- i. **General Style** – To protect the investment of homeowners in this subdivision, homes of outstanding design are requisite. All designs, exterior materials and colors are subject to approval by the ACC.
 - 1. No modular homes, round homes, dome homes, mobile homes, aluminum homes or envelope homes may be built.
 - 2. In accordance with local zoning ordinance, all dwellings are to be single-family residences.
 - 3. Homes shall not exceed two stories above grade, except that bonus-type attic rooms or lofts may be allowed within otherwise existing roof space so long as they do not have undue prominence or give the appearance of a third full story.
- ii. **Roof Pitch** – The maximum pitch shall be 12 on 12. Steeper pitches may be allowed in limited amounts where architecturally mandated of the appearance is judged proportionate by the ACC.
- iii. **External Mechanical Equipment** – Evaporative cooling devices (“Swamp coolers”) will not be allowed. Central heating/cooling related devices (condensers, compressors, fresh-air induction ports, etc.) shall not be located in front of the house, and side-yard installations must be reasonably screened from street view.
- iv. **Garages** – All dwellings shall have as integral part of the structure a minimum of two-car garage. (This does not exclude the possibility of additional garage space in an outbuilding, subject to the conditions of IIc below. The use of outbuildings for additional garages, storage or recreational vehicles and maintenance equipment rather than storing such items outside is encouraged.) Carports are not allowed.

d. Location and Orientation

- i. No dwelling shall be located on any lot nearer to the front lot line nearer to the side street line than the minimum building setbacks as required by Saratoga Springs City.

- ii. Mailboxes shall either be enclosed in brick/stone structure matching the house materials or shall be high quality cast aluminum design. Junk objects, wagon wheels, milk cans, and like objects are categorically excluded from use as mailbox or mailbox enclosure design. Mailboxes are to be provided at the homeowner's expense. Mailboxes must be approved by the ACC before installation.
- iii. **Outbuildings** – Detached accessory buildings such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and are encouraged, subject to approval by the ACC, if said buildings:
 - 1. Meet all applicable zoning requirements with respect to size or location, or any other requirements, including the avoidance of recorded easements;
 - 2. They are not located adjacent to the front setback of the lot or closer than 10' to either the dwelling or another outbuilding.
- iv. **Landscaping – Trees**
 - 1. At least two trees shall be included in the homeowner's front yard landscaping. Each of said trees shall be of 1 ½" caliper or larger and shall be provided by the homeowner.
 - 2. Over time, all trees shall be maintained in a safe condition (removal of dead wood, etc.) to prevent damage or injury from broken or falling tree limbs. For safety reasons, trees adjacent to public sidewalks or street curbs shall be pruned and trimmed to remove branches below the height of 6' that extend over or near the sidewalk or curb.
- v. **Planter Strips**
 - 1. The planter strips between street curbs and sidewalks in front yards (or side yards of corner lots) shall be maintained in an aesthetic manner and so as to pose no safety hazard to pedestrians, bicyclists, or motor vehicles.
- vi. **Completion Requirements**
 - 1. The front and side yards of each lot shall be landscaped with at least a grass lawn and sprinkling system within a period of 12 months, following completion or occupancy of the dwelling.
 - 2. Rear yards shall be landscaped with at least a sprinkling system and grass lawn within a period of 18 months following completion or occupancy of the dwelling, whichever occurs first.
 - 3. In any event the minimum landscaped area shall include any portions of the lot adjacent to a street.

4. The time limits given in the above paragraphs may be reasonably extended to overcome restrictions caused by weather or season which would prohibit installation of materials which would compromise the survivability of plant materials.

vii. Maintenance and Weed Control

1. All owners shall endeavor to maintain landscaped portions of their lots in a reasonable state of upkeep and orderliness so as not to detract from the appearance of the subdivision. Also, portions of any lot not yet landscaped shall be maintained so as to avoid unsightly infestation with weed; such as weed growth shall also be controlled, as they may constitute a fire hazard during certain seasons of the year.

viii. Fencing

1. All fences, walls, and hedges are not to exceed 6' in height; Fences, walls and hedges in side yards, which face a street, may not be placed closer than 10' to the side lot line. Fences or walls may not be built forward of the front setback line. All fence or wall materials and designs must be approved by the ACC. In all cases, homeowners agree to abide by pertinent local zoning ordinances, both in letter and intent, especially as they are related to clear-sight driving safety conditions on corner lots or near driveways potentially obscured by curves in the roadway.
2. Vinyl, wrought iron, and certain concrete fences may be used. Chain link or wire mesh fences may not be allowed.

II. Land Usage – Occupancy

- a. All dwellings in this subdivision are for single-family occupancy, in accordance with local zoning ordinance.
- b. **Commercial Activities** – No part of any lot shall be used for any commercial, manufacturing, mercantile, vending distribution, transfer hub, or other non-residential purposes, except that professional and administrative occupations may be carried on within a dwelling provided that such activity does not require frequent comings and goings of employees or contracted service providers, clients, delivery vehicles, etc. which would disturb the peace or safety of the subdivision for other residents.
- c. **Animals**
 - i. **Commercial Uses** – No animals, large or small, domesticated or otherwise shall be kept, maintained, housed, or bred for commercial purposes of any kind.
 - ii. **Pets** – Dogs, cats and other customary household variety pets may be kept on the lot, but no more than three dogs, and four cats. Pets, which are

given outdoor access, must be contained within the owner's backyard. Pets and their containment areas (if such area has been designated in the owner's backyard) must be maintained in a clean and humane state. It is the responsibility of the owner, or the person with custody of the pet, to immediately bag, remove, and dispose of all pet waste deposited on public or private property in a closed trash container.

- iii. Other restrictions may apply in accordance with local animal control ordinances, specifically leash laws. Potentially dangerous animals may be prohibited subject to a 2/3-majority vote of residents.
- iv. **Liability** – Owners shall be liable for any and all damage or loss caused by their animals, to the person or property of other lot owners (or their invitees). Animal owners will be responsible for maintaining control over animals they own at all times if such animals are taken out of their containment area. Under no condition are pets to roam free in the neighborhood nor shall they be allowed to create a nuisance for neighboring lot owners due to noise, odor, or unsightliness.
- v. **Fowl and Other Animals**
 - 1. Domestic fowl (chickens, turkeys, etc.) are not permitted.
 - 2. The keeper of other small animals not already mentioned (reptiles, rare animals, etc.) shall be limited by existing animal ordinances and be subject to the same containment and cleanliness provisions.

d. Nuisances

- i. Offensive and noxious activities or objects are prohibited if they produce audible sound beyond the property line of the property on which they are conducted and they disturb the public peace, quiet or comfort of the neighboring inhabitants. Such nuisances include, but are not limited to, loud or disturbing noises (whether produced artificially or by animals), the creation of unsafe or hazardous physical conditions, and the creation of offensive odors. Owning, possessing, harboring or controlling any animal or bird which frequently or for continuous duration howls, barks, meows, squawks or makes other sounds is prohibited.
- ii. Noises due to legitimate or maintenance purpose are excluded from this provision. Hobby use of noise-producing tools or other noise-producing implements shall be performed in an environment that will insulate other residents from the noise: for example, in a solidly-built outbuilding, the doors and windows being closed during operation of the equipment.
- e. **Trash, Debris** – No trash, ashes, nor any other refuse or debris may be dumped, disposed of, or stored on any lot.

III. Architectural Control Committee

- a. **Organization** – Except for the initial Committee which consists of the principals of Jacobs Ranch Subdivision Plat I, Architectural Control Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the duties incumbent on the Committee. In the event of death or resignation of any the member, the surviving members of the Committee shall have the full authority to appoint another person to fill the vacancy. Except for the initial members appointed to the committee, all members of the Committee must be residents of the subdivisions at the time of their appointment. Any member changing his/her residence to a location outside of the subdivision shall be disqualified from further participation and shall declare a vacancy. At such time that all lots owned by the initial developer are sold, said developer will appoint three residents of the subdivision to stand as the Architectural Control Committee.
- b. **Compensation and Terms of Service** – Committee members serve without pay and as a public service to the neighborhood, with the intent of preserving the subdivision's property value, general safety, and quality of life for the mutual enjoyment and benefit of all residents. Residents of the subdivision shall accord them cordiality and respect, as compensation for their sacrifices, even when resolving conflicts. Committee members may serve for a term length of no longer than two years per term, and may serve an indeterminate number of terms. Regular neighborhood elections should be held every two years to determine Committee vacancies. Any Committee member may resign at any time for any reason.
- c. **Duties of the Committee shall include the following:**
 - i. Approval of all construction plans for dwellings or outbuildings, including but not limited to the materials, colors, design, and placement of said structures.
 - ii. General approval of landscaping designs, materials, and plantings.
 - iii. Granting of variances from the standard of these covenants (such variances shall be allowed only if good cause is shown and the net result does not detract from the quality of the subdivision).
 - iv. Exercise of enforcement procedures against lot owners willfully in non-compliance with any of the provisions of these protective covenants.
 - v. Appointment of Irrigation Control Committee members.
 - vi. Any and all other duties, tasks, obligations and responsibilities as specifically mentioned anywhere in these protective covenants.
- d. **Authority** – It is understood that the Committee has the authority to render judgment in the performance of its duties on whatever basis is available with intent of preserving what it feels are the best interest of all the property owners in the subdivision. These shall include, but not be limited to, aesthetics, reasonable

protection of views, etc. All decisions of the Committee shall be final and binding upon all parties involved.

- e. **Indemnification** – Because Committee members serve without pay as a public service to the neighborhood, any liability incurred due to an oversight or implied mistake that might arise due to the action/inaction of the Committee or any of its members while attempted in good faith to carry out the functions of the Committee will be exempt from any civil claims brought by residents of the subdivision, or their invitees. Therefore, such Committee members will be held harmless to any such actions and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the judgments that may render during the courses of their service.
- f. **Procedures – Unanimous Vote of Majority**
 - i. The unanimous agreement of a quorum (a majority) of Committee members shall be required to execute official business or decisions of the Committee. Members of any quorum so transacting business shall affix their signature to any plans they approve or correspondence describing their actions in any other matter. (The only exceptions shall be concern actions by the initial Committee, which requires only the signature of any one of the principals of the initial developer.)
 - ii. **Keeping Records** – The Committee shall keep on file records indicating all official actions taken, containing, at a minimum, the date of the action, names of signatories to the approval of said action, and a brief description of the action itself, including any non-obvious or mitigating factors involved in the decision process. The Committee shall also keep on file a copy/record of all complaints/requests received by them for the consideration or enforcement. Copies of the records of official action shall be given to each party concerned with the particular actions, unless such copy is declined or the action affects all lot owners.
 - iii. **Timeliness of Actions** – The Committee shall endeavor to respond to all requests, approval, reviews, or complaints within 7 days (one week) of their receipt of construction document or written notice of their requests or complaints. This time may be extended due to extenuating circumstances, such as personal tragedies, affecting members of the Committee, or if notice of probable delay is given by the Committee upon receipt of actionable requests. In regard to house plan denial/approval, if no extension of time is requested by the committee, then concurrence is implied and the project may move forward with the implied approval.
 - iv. **Explanations of Rejections** – Whenever the Committee, in the course of examining proposals which require its approval (e.g., new construction

plans), render a judgment to reject said proposals, in whole or in part, the Committee shall arrange to meet personally with the affected parties, explain its reasoning, and suggest alternatives or adjustments which might make the proposal acceptable.

IV. New Construction

a. Preliminary Plan Approval

- i. For purposes of judgment by the ACC, preliminary plans shall include as a minimum the following information (to which further request may be appended by the Committee):
 1. Plot plan to scale of entire lot with building location and elevation of floors shown above or below a designated reference point on the street.
 2. Specifications of all materials to be used on the exterior of the residence.
 3. Elevations drawings of all sides of the house and any detached outbuildings, clearly showing the usage of exterior construction materials.
- ii. The ACC may approve or reject any or all portions of the proposed preliminary plans at its sole discretion. Judgment will be rendered in accordance with procedures and prerogatives, described in IV above.

b. Final Plan Approval

- i. For purposes of judgment by the ACC, final plans shall include as a minimum the following information (to which further requests may be appended by the Committee):
 1. Plot plan to scale showing the entire lot buildings, garages, walks, drives, fences, carriage lights, retaining walls, with elevations of the existing and finished grades and contour including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated reference point on the street.
 2. Detailed elevation of the exterior of all buildings, indicating all finished materials and showing existing and finished grades.
 3. A copy of these covenants signed by the contractor, or signed written statement showing that he/she has read them and will abide by them. It is hereby noted that contractors building spec. homes are responsible to pass copy of these covenants to the buyer of such a home.
- ii. The ACC may approve or reject any or all portions of the proposed final plans, at its sole discretion. Judgments will be rendered in accordance with procedure and prerogatives described in IV above.

- iii. One set of working plans for new remodel construction projects shall be kept by the Committee until the proper completion of the construction project, at which time the said plans will be returned to the owner.
- iv. For the protection of the homeowners, no copies or representation of floor plan details shall be retained by the Committee, individual committee member, or the original developer.

c. Repair of Improvements Damaged by Construction

- i. Lot owners shall be responsible for the repair or replacement of any sidewalk, curb, gutter, road surface, utility stub-ins or other improvements that are damaged during construction of the owner's house or the other structure due to heavy machinery, cement trucks, tractors, etc., or the original developer.

V. General Provisions

- a. Limitations of Verbal Statements** – No verbal statements by any person, developer, contractor, marketing agent, banker, lot owner, or any other person associated with the development, marketing, or sale of lots in this subdivision shall be binding upon any person or entity. These written covenants and any written declaration of the Architectural Control Committee regarding approvals or variances constitute the sole and final embodiment of any warranties, promises, or commitments, whether explicit or implied.
- b. Zoning and Governmental Compliance** – All applicable zoning or governmental rules, regulations, and ordinances of Saratoga Springs City, Utah County, or higher governmental agencies must be complied with regarding all activities with the subdivision. When a subject is covered both by this set of covenants and a governmental or zoning rule, restrictions or ordinance, the more restrictive requirements shall be met.
- c. Amending of Covenants** – These Covenants and Restrictions can be amended at any time by a written instrument executed in recordable form by not less than two-thirds (2/3) of the property owners within the subdivision, one lot representing one vote, and 2/3 of the Committee.
- d. Enforcement**
 - i. In the event of violation, real or apparent, of any of these covenants, and in the hopes of maintaining the greatest possible harmony and good will among all residents, it is expected that those person(s) desiring enforcement of the covenants will first make personal contact with those person(s) allegedly in violation and making a good-faith attempt to resolve the problem in a cordial manner, each side being willing to listen to the views of the other. If the conflict is not resolvable in this manner, then a written complaint shall be delivered to the ACC for their judgment.

