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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE RIDGE AT SOUTH JORDAN

THIS DECLARATION is made the 1st day of December 1998, by The Ridge at South Jordan Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in South Jordan City, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 201-256, The Ridge At South Jordan Phase II, according to the official plats thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, Declarant intends that the lots and each of them together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, and restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE. Declarant hereby declares, for the purpose of protecting the value and desirability of the lots, that all of the Lots shall be held, sold, conveyed, subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title and/or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control committee shall be composed of the Board of Directors of The Ridge at South Jordan Corporation. 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 of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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**SECTION 2.** The Committees approval or disapproval as required in these covenants shall be in writing. The Owner must submit three sets of formal plans, including specifications, exterior elevations, exterior color schemes and site plan to the Committee prior to obtaining a building permit so that the review process can commence. No building permit will be issued by the City of South Jordan on any plans without the written approval of the Architectural Committee. A minimum of 10 working days must be allowed for completion of the review process by the Architectural Committee.

**Special Note:** Not all colors are acceptable and plan approval will not take place until such time as the exterior scheme is selected. This requirement is meant to avoid overly bold or outlandish colors that do not blend well with the rest of the community.

**SECTION 3.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combinations and locations of the same shall have been submitted to and approved in writing as to the harmony of the exterior design and location in relations to the surrounding structures and topography by the Architectural Control Committee.

**SECTION 4.** Modular homes are not permitted.

## ARTICLE II

### RESIDENTIAL AREA COVENANTS

**SECTION 1.** Dwelling Quality. No lot shall be used except for residential structures. All recreational vehicles, abandoned vehicles, any form of trailer, boat , ATV, jet ski, camper, or motor home, must be stored/parked behind an appropriate fence structure that is no closer than a 30' set back from the front of the property line, or in other words it must set back behind the front plane of the the home. If the set back of the home is more than 30' then the set back for the items above must be at the same plane as the home.

A) Exterior materials used in the construction of the home must meet or exceed all building code requirements for the City of South Jordan, or be ICBO approved. The first level of any dwelling must contain 100% or a combination of the following; brick, rock, stucco, stone, or other cementitious material approved by the architectural committee. Exposed foundation shall average not more than 18 inches above the finish grade on all sides of the home. Siding may be used on the second story or gables for stylizing if approved by the architectural committee. Roofing materials must meet a minimum of 25 year architectural grade, and be a minimum of a 6 /12 pitch.

B) Fencing materials must be approved by the architectural committee. This includes but is not limited to the color, style, and final appearance of the fence. White vinyl fencing is approved.

C) Driveway surface must be concrete extending from the front plane of the home to the street, or to the asphalt drive in the case of Lots 137, 138, 139, & 140.

D) Storage sheds or other outbuildings smaller than 10 feet X 15 feet in dimension are permitted as long as the colors match the home. All other storage sheds or outbuildings must be of the same style and construction as the residence.

**SECTION 2.** Dwelling Size. One level dwelling (Ranch or Rambler) shall have a minimum above ground living space of 1700 square feet with a combined total living space of not less than 3400 square feet - basement must be a minimum of 1700 square feet. A multi level dwelling shall have a minimum above ground living space of 2000 square feet with a combined total living space of not less than 2800 square feet - basement must be a minimum of 800 square feet. A two story dwelling shall have a minimum above ground living space of 2000 square feet with a combined total living space of not less than 3400 square feet - basement must be a minimum of 1200 square feet. The architectural committee may depending on each individual variance needed, grant exceptions to this rule. However any exception must have an off-setting architectural enhancement.

**SECTION 3.** City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of the City of South Jordan, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing.

**SECTION 4.** Easements. Easements for all installations and maintenance of irrigation and drainage facilities are reserved as shown on the record plat. Within these easements, no structure, 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 the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

**SECTION 5.** Nuisances. No obnoxious 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.

**SECTION 6.** Temporary Structures. No structures of a temporary character, ie.; trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

SECTION 8. Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 years of occupation of dwelling. All park strips must be planted in grass and lined with any of the following: Little Leaf Linden, Red Maple, or Red Spire Pear/Aristocrat Pear trees, planted approximately 30 feet apart. The trees shall be a minimum of one and one-half inch caliper in size, and shall be purchased, planted, and cared for by the homeowners.

SECTION 9. Any replication of a home, may not occur within five lots of a home of the same plan.

### ARTICLE III

#### GENERAL PROVISION

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The individual who is in violation of these Articles stated herein shall be in default and the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action in addition to any other relief to which it or they may be entitled. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote (Owners are allowed one vote per each Lot owned) of at least eighty-five percent (85%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approval shall be reduced to writing, signed and recorded against the Lots.

**SECTION 4.** Beckstead Canal Easement. The Beckstead Easement affects Lots 204, 207, 208, 209, 210, 211, 245, 246, 248, 249, and 253. The Beckstead Canal easement is 12 1/2 feet from the center line of the pipe in each direction for a total width of 25 feet. The easement is for the operation, maintenance, and repair of the piped canal. The owner, builder, or developer shall not cause any structures to be constructed within the canal easements granted pursuant to the the Canal Easement Agreement, except street improvements not adversely affecting the canal or the passage of water therein, unless specifically approved in writing by the Beckstead Canal authority.

**SECTION 5.** Drainage Easements. The Drainage easements affects Lots 203, 204, and 205. This easement is 10 feet from the center line of the pipe in each direction for a total of 20 feet. The easement is for the containment of a natural spring that carries the water into the Beckstead Canal. Lot 203 also contains a 30 foot X 30 foot easement which accommodates the spring catch basin. The owner, or builder shall not cause any structures to be constructed within the easements except as specifically approved in writing by the Beckstead Canal authority.

**SECTION 6.** Special Butterfield and Midas Creek Flood Control Maintenance Easements. The Special Creek Easements affects Lots 133, 134, 135, 136, 137, 138, 139, 140, 144, 145, 146, and 147. The Special Creek easements as shown on the plat are considered unalterable areas accept for the initial construction of improvements as required by South Jordan City for the development of this subdivision. No alterations to the existing creek beds or banks will be allowed without prior approval from the necessary government agencies, including but not limited to the U.S. Army Corps. of Engineers, the Utah Department of Water Rights, Salt Lake County Flood Control, and South Jordan City Engineering Department. No fencing will be permitted across the designated special creek easements.

**SECTION 7.** Lot to Lot Drainage Easements. The Lot to Lot Drainage or grading shall be made in such a manner as to provide a path for drainage in designated public utility and drainage easements. Natural drainage paths of undisturbed slopes in steep slope areas shall be maintained from Lot to Lot. It is understood that some cross drainage from Lot to Lot in the existing steeped sloped areas may take place outside of the designated drainage easements.

**SECTION 8.** Construction Provisions. The Contractor is required to place and maintain a trash container or dumpster on the lot, or if building on multiple lots, on one of three lots. The builder should collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in the container or dumpster, protected from the wind and regularly serviced. No trash may be burned, buried, or other wise disposed of on the lot.

**SECTION 9.** Sanitation Facilities. The Contractor is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be removed from the site at such time as the permanent plumbing is operational.

SECTION 10. Mud & Gravel Removal. The Contractor is responsible for cleaning up and removing mud and gravel that is deposited on the road by their construction operation at least once each week.

SECTION 11. Cement Damage. Each Lot owner and their contractor is responsible for any damage to subdivision improvements, including but not limited to sidewalks, curb and gutter, and asphalt.

SECTION 12. Regarding Lots 137, 138, 139, and 140. These Lots are accessed by a special bridge crossing the Midas Creek. Lot 138 will be giving lot 137 a right of way easement for access to lot 137 from lot 138 and lot 139 will be giving lot 140 a right of way easement for access to lot 140 from lot 139. Lots 138 and 139 will share the bridge access with lots 137 and 140 and will grant each an easement for their own access. These Lots will be responsible for maintenance of the easements, repairs of the Bridge structure including but not limited to utility crossings at the bridge site. They will also be responsible for the removal of snow and any other debris. Garbage will only be picked up on Chapel Ridge Drive.

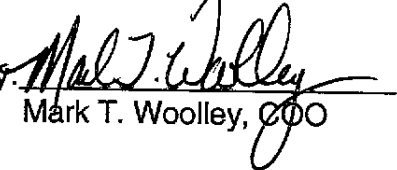
SECTION 13. Even though the South Jordan City Ordinance allows for large animals on lots that are in excess of 1/2 acre, NO LARGE ANIMALS are permitted on any lot or a combination of lots in THE RIDGE AT SOUTH JORDAN.

SECTION 14. Lots adjacent to 11400 South Street are subject to certain grading limitations. No building permits will be issued until these lots are graded to match the final elevation of 11400 South Street as determined by the South Jordan City Engineer.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 1<sup>st</sup> day of December, 1998.

DECLARANT:  
The Ridge at South Jordan Corporation.

By:   
Brent Robison, CEO

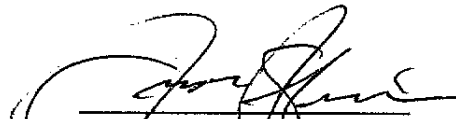
By:   
Mark T. Woolley, COO

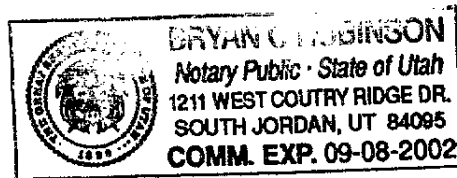
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STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake )

On the 1<sup>st</sup> day of December, 1998, personally appeared before me Brent Robison and Mark T. Woolley, who being by me duly sworn, says that they are the Chief Executive Officer and Chief Operating Officer of The Ridge at South Jordan Corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Brent Robison and Mark T. Woolley acknowledged to me that said corporation executed the same.

  
NOTARY PUBLIC



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01/08/99 4:29 PM 10.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
BRYAN ROBINSON & ASSOCIATES  
REC BY: R JORDAN DEPUTY

7216773  
01/08/99 4:29 PM 77.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
BRYAN ROBINSON & ASSOCIATES  
REC BY: R JORDAN DEPUTY

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