

5307852

STONE RIDGE SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 11 day of February, 1992, by Robert C. Miller, President, Symphony Development Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property (hereinafter the "Lots") in Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 1 through 26, Stone Ridge Subdivision, according to the official plat 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, 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 and 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 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 consist of three members assigned by the declarant. Action by committee shall be ratified by at least two members. 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.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit two sets of plans to include all front, side and rear elevations detailing all exterior materials to be used, floor plans (including scale & dimensions of the structure to be erected), landscaping plans, specifications, and site plan along with a \$50 non-refundable review fee to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required but all related covenants must be fully complied with. Liability for non-compliance with said restrictions and covenants shall not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee.

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, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relations to surrounding structures and topography including but not limited to Article II, Section 2 by the Architectural Control Committee. Detached structures may be permitted for storage but must be constructed of identical exterior materials of the primary structure and will be subject to the same height limitation as the primary structure. Fences must be reviewed and may be permitted within any portion of the lot. Chain link fence may be permitted only within the buildable area of any lot. Fences shall not exceed six feet in height.

ARTICLE II - RESIDENTIAL AREA COVENANTS

SECTION 1. The primary use of all lots shall be for residential purposes. Other uses shall be ancillary to the primary residential uses. No structure shall exceed thirty (32) feet to the average of the roof line to be measured from the fascia to the midpoint between the peak; and in no case thirty-three (35) feet to the peak of the highest point of any roof line as measured from all sides at natural grade. No one side shall exceed these measurements. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of

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the Architectural Control Committee.

SECTION 2. Dwelling, Quality, and Size. The minimum frontage of any private dwelling shall be sixty (60) feet. The ground floor level of any private dwelling shall be 2,000 sq. ft. or more for a one-story dwelling or 1,800 sq. ft. for a two story dwelling with a minimum of 2,400 square feet total on the main and upper floor, exclusive of open porches, garages and basements. Multi-levels shall be figured as the main and upper floor areas and shall be minimum of 2,400 square feet, exclusive of open porches, garages and basements. The ground floor shall be defined as the first floor with four or more feet extending above natural grade. Each dwelling must have an attached garage for a minimum of two cars. Each dwelling's exterior walls must be covered with a minimum of 33% rock, brick, or the equivalent as approved by the Architectural Control Committee, however this condition may be waived where the historic style will not permit its use. All approvals of exterior materials must be approved prior to the beginning of construction of a home. Approval of the 0% masonry exception will be at the sole discretion and opinion of the architectural committee. Vinyl or Aluminum siding shall be not allowed except for the soffit and/or fascia areas.

SECTION 3. EXTERIOR COLORS

It is the intention of this subdivision to maintain the natural beauty of the surrounding area while still allowing architectural diversity. This would exclude the use of all bright and/or bold colors. Colors not found within these parameters may be approved by the architectural control committee upon the determination that architectural style is enhanced by their use.

SECTION 4. 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 Sandy, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 5. Nuisances. 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.

SECTION 6. Temporary Structures. No structures of a temporary character, 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. No long term (30 days or longer) parking of Recreational vehicles, campers, trailers or boats shall be permitted outside of enclosed garages.

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 one (1) year after dwelling is occupied. Rear yards must be landscaped within two (2) years of occupation of dwelling.

ARTICLE III - GENERAL PROVISIONS

SECTION 1. By-Laws. These provisions allow for the establishment of by-laws which may enable a duly elected Board of Trustees with a majority vote (of legal lot owners of the Stone Ridge subdivision) to assess monies to the legal lot owners of the Stone Ridge subdivision for the installation, maintenance and upkeep of improvements for the common good of the property owners herein. The Board of Trustees may amend said by-laws from time to time with majority vote of said lot owners. The Board of Trustees shall be comprised of a minimum of three and a maximum of five legal lot owners of the Stone Ridge subdivision. Symphony Development shall be exempt from any lot fees assessed approved by the Board of Trustees.

SECTION 2. 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. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 4. Amendment. Exceptions to the strict interpretation of these guidelines that would cause undo hardship serving no public purpose may be appealed to the Architectural Control Committee. 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 of at least seventy-five percent (75%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be written, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 8th day of April, 1992

DECLARANT

Robert C. Miller

By: *Robert C. Miller*

Title: President

On the 8th day of April, 19 92, personally appeared before me Robert C. Miller, who being by me duly sworn did say that he is the President of Symphony Development, INC that he signed the foregoing instrument by proper authority, and he/she duly acknowledged to me that said corporation executed the same.



Christie K. Ashdown

NOTARY PUBLIC

Residing at Salt Lake

My commission expires 9-12-94

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07 AUGUST 92 01:41 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ROBERT MILLER
220 S 200 E SUITE 330 SLC, 84111
REC BY: REBECCA GRAY, DEPUTY

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