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Gary W. Ott
Recorder, Salt Lake County, UT
INTEGRATED TITLE INS SERVICES
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED RETURN TO:
Gough Homes, L.L.C.
8186 S 1300 W
West Jordan, Utah 84088

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BALL ESTATES**

THIS Declaration of Protective Covenants, Conditions and Restrictions for Ball Estates (the "Declaration") is made and executed as of this 26th day of December, 2013, by Gough Homes, L.L.C., a Utah limited liability company located at 8186 S 1300 W, West Jordan, Utah 84088 (hereinafter referred to as the "Declarant"):

SUBMISSION

The property which is subject to this Declaration is located in Salt Lake County, Utah, and is more particularly described as follows (the "Property"):

ALL OF LOTS 1 through 28, Ball Subdivision, as the same is identified in the Record of Plat Maps in the Salt Lake County Recorder's Office.

Together with the use and enjoyment of the private roads and common areas within Ball Subdivision, as set forth on the recorded plat.

Parcel Identification No. 22-31-326-041,

In consideration of the premises and as part of the general plan for the improvement of the Property, the Property is hereby submitted to the terms, covenants and conditions of this Declaration, and is hereby made subject to, and shall be governed and regulated by, this Declaration. In addition:

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

**ARTICLE I
RESIDENTIAL AREA COVENANTS**

1. **Planned Use and Building Type.**

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than attached single family dwelling on lots 1-10, and detached single family dwellings on lots 11-28, not to exceed two stories above street level with a private garage for not less than two and not more than four vehicles. Each dwelling shall incorporate a

covered porch, a de-emphasized garage, and a front walk that provides direct connection to city sidewalks, as set forth in the approved plat.

Accessory buildings may be located on lots 11-28 if and only if all of the following conditions are met:

- (a) The accessory building is located in the rear and at least 6 feet from a dwelling on an adjacent lot.
- (b) The accessory building is to be located not less than 3 feet from any property line, 10 feet from side property line and 6 feet from the main residence.
- (c) Animal shelters must comply with city ordinances as to height, size, location and construction material. Roof and exterior material must conform to main residential requirements as described in Section 5 below.

2. **Dwelling Quality and Size.**

Except as otherwise provided herein, with respect to single-story homes, no dwelling shall be permitted on any lot wherein the ground floor area of the main structure (exclusive of one-story open porches and garages) is less than 800 square feet and no more than 2,100 square feet. For two-story homes the combined square footage for both floors shall not be less than 1,350, and shall not be more than 4,000 square feet. For the purpose of these covenants, bi-level, split-level and tri-level homes shall be considered as two-story homes. The combined square footage for the three floors shall not be less than 1,350 square feet.

3. **Sandy City and Other Approval.**

These restrictions and covenants do not waive the requirement for any other required public agency review or permit approval process or to any other criteria all the requirements of this Declaration and any architectural guidelines. All lots, fences, common areas, dwellings, accessory buildings and structures, together with all other elements of the subdivision must comply with Sandy City's Traditional Neighborhood Development zone ("TND") and its underlying zone, as set forth in the Sandy City Land Development Code § 15A-12-01, *et. seq.*, which is incorporated herein by this reference.

4. **Building Location.**

Building locations must conform to the requirements of the Sandy City TND zone and its underlying zone.

5. **Roofing and Exterior Materials.**

All exterior materials utilized on dwellings and other structures shall consist of stone, brick, wood, cement fiber board, and other approved materials which and must comply with Sandy City's TND zone, as set forth in sections 15A-12-06 and 15A-12-13 of the Sandy City Land Development Code. Acrylic stucco may also be used as a siding material. Aluminum and steel materials may only be used for soffit and fascia. The roofing material for all homes or other structures built on any lot shall be architectural-grade laminated asphalt shingles. All roofs shall have a minimum 5/12 pitch.

6. **Paving.**

Driveway and other flat paved areas may be concrete, exposed aggregate concrete, or stamped concrete. Gravel areas are not permitted.

7. **Solar Equipment.**

Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

8. **Antennae.**

All T.V. or radio antennae are restricted to the attic or interior of the residence. Satellite dish antennae shall be allowed provided they are screened from street view.

9. **Pools, Spas, Fountains, Game courts.**

Pools, spas, fountains and game courts shall be permitted but shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound-insulated from neighboring houses.

Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures are hereby prohibited.

10. **Metal Awnings.**

Metal awnings or metal "lean-tos," shall not be permitted on any lot.

11. **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. No clothes line or storage of any articles which are unsightly will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front yards. No trailers, boats or other large recreational items shall be stored on the streets or front yards for longer than 24 hours. For the purposes of these Restrictions generally, and for this paragraph in particular, the "front yard" includes and encompasses the required setback for the home.

12. **Temporary Structures.**

No structure 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.

13. **Garbage and Refuse Disposal.**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

14. **Animals and Pets**

Dogs, cats or other animals may be kept as permitted by current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by the lot owner. Any owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as any applicable statutes, ordinances or regulations may provide.

15. **Landscaping & Fence.**

All landscaping will be provided by the developer/builder for the front yards and along the street frontages of each lot, including street trees. All landscaping must comply with the TND Code Section 15A-12-08. Street trees must have a minimum of two (2) inch caliper and shall be placed along all street frontages with thirty (30) foot centers (locations may vary). A minimum of two (2) street trees per street

frontage is required. Trees must be placed within the parkstrips that are at least eight (8) feet wide. In areas of the subdivision where the parkstrip is less the eight (8) feet, or where there is no parkstrip, trees must be placed four (4) feet behind the sidewalk.

All front yards must remain fenceless to preserve an open neighborhood feel. Fencing in side and rear yards is allowed, but not required. Fences for side and rear yards must be six (6) feet tall, solid, and opaque.

16. **Subdivision of Lots.**

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots with less square footage in area than the area of the lot at the time of its initial purchase.

17. **Recreational Vehicles.**

No boats, trailers, large trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked in any side yard which is less than 10 feet in width. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas. However, these restrictions shall not apply to emergency repairs to vehicles. All R.V.'s and vehicles must be stored at the minimum house set-back as required by Sandy City.

ARTICLE II EASEMENTS

1. For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots and all improvements in 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.

2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television lines and drainage facilities are installed within the Property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the fullest extent necessary, to enter upon the other lots in the subdivision where said connections, lines or facilities, or any portion thereof lie, or to have utility companies enter upon the other lots, to repair, replace and generally maintain said connections, lines and facilities as and when the same may be necessary. Any lot so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this paragraph shall be construed to authorize or permit an owner who is not properly certified or qualified to repair, or attempt to repair, any such connections, lines or facilities. All such repairs shall be performed by qualified personnel from the applicable utility company, phone or cable service.

3. Sewer and water laterals are stubbed to each property. All owners must locate and verify the depth of the sewer and water laterals prior to the commencement of any construction on the lot.

**ARTICLE III
THE ASSOCIATION**

1. **Formation.** The owners of each lot in the subdivision shall form an association to pay the ongoing expenses of maintaining the common area of the subdivision, and to otherwise enforce these Restrictions. The name of the association shall be The Ball Estates Homeowner's Association, Inc., a Utah non-profit corporation (the "Association").
2. **Membership in the Association.** Membership in the Association is appurtenant to the ownership of a lot, and may not be partitioned therefrom. Each purchaser of a lot shall automatically become a member of the Association.
3. **Board of Trustees.** The Association shall be managed by a Board of Trustees, which shall appoint officers, hold meetings, and conduct the business of the Association as more particularly set forth in the bylaws adopted by the Association.
4. **Classes of Membership and Voting Allocations.** The Association shall have two (2) classes of membership - Class A and Class B, as more particularly described in the Bylaws. Class A Members shall be all owners with the exception of the Class B Member, if any. The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to three (3) votes per Lot owned. The Class B membership and the Class B Control Period shall terminate, and Class B membership shall convert to Class A membership as more particularly set forth in the bylaws of the Association.

**ARTICLE IV
COMMON AREA**

1. **Common Area** shall mean and refer to all real property in or adjacent to the Property in which the Association or its members have a right of use or owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including but not limited to the following items:
 - a) All common area designated as such in the plat map, and amendments or supplements thereto, including the green, open space immediately west of Lot 11 (the "Tot Lot") and the alleyway between Lots 3, 4, 5 and 6 on the west, and Lots 7, 8, 9 and 10 on the east (the "Alleyway").
 - b) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Property and intended for the common use of all lot owners, such as telephone, electricity, gas, water and sewer.
2. **Ownership and Use.** Each Owner shall be entitled to the exclusive ownership and possession of his dwelling and lot (collectively, "Lot") and to membership in the Association as set forth herein. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by persons. This is a residential community and as such

the Lots shall be used only for residential purposes. The Common Area shall only be used in a manner consistent with the residential nature of the Project.

ARTICLE V MAINTENANCE AND ASSESSMENTS

1. **Maintenance.** The Lots and Common Area shall be maintained by the Lot Owners and the Association as follows:

a) **Area of Common Responsibility.** The Association shall maintain and repair, as needed from time to time, the Common Area, including the Tot Lot and the Alleyway, and any improvements constructed or installed thereon.

b) **Landscaping Restrictions.** Lot owners shall not modify the landscaping, green space, sod, sprinkling system, or drainage in, on or about the Tot Lot, or any other portion of the Common Area, without the prior written consent of the Board of Trustees.

c) **Snow and Ice Accumulations.** The Association shall remove (or contract for the removal of) all ice and snow accumulations from the Alleyway. Each Lot Owner shall remove all ice and snow accumulations from all other locations, including but not limited to the driveway and all walkways (and steps) leading to the dwelling's main entrance, as well as on the sides and to the rear of the dwelling.

d) **Area of Personal Responsibility.** Each Owner shall maintain his Lot, and all of the improvements constructed or installed thereon.

2. **Assessments and Common Area Expenses.** Each Owner, upon receipt of a deed to a Lot, shall pay all Assessments subject to and in accordance with the restrictions set forth herein, provided, however, anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments. Following the conveyance of a Lot to an Owner (other than the Developer), each of Lots 1 through 28 shall be subject to a monthly assessment for the maintenance of the Tot Lot. In addition, each of Lots 3 through 10 shall be subject to an additional monthly assessment for the maintenance of the Alleyway. As of the date of the signing of these Restrictions, the monthly assessment for Lots 1, 2 and 11 through 28 is estimated to be \$7.50 (which equates to \$90 per year). The monthly assessment for Lots 3 through 10 is estimated to be \$49.00 per month (equating to \$590 per year). From and after January 1, 2015, the monthly assessments set forth above shall be increased by three percent (3%) per year over the previous year's assessment without the vote of the Members or such assessment amounts may be increased in a greater amount or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members) present in person or represented by proxy at a meeting duly called for such purposes

3. **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the subdivision. The use made by the

Association of funds obtained from assessments, may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Area; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

4. **Monthly Assessment Due Dates.** The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of an installment contract of sale, on the date the installment contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of \$20.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5. **Special Assessments.** In addition to other assessments described herein, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the members of the Association other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Notwithstanding anything to the contrary herein, the Association may not levy any special assessments against the Developer.

6. **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. Each Owner, shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association assessments described in this section, together with the hereinafter provided for interest and costs of collection. All such assessment amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

7. **Effect of Non-Payment; Remedies.** Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees (including those of a paralegal and any fees incurred on appeal), court costs, and each and every expense incurred by the Association in enforcing its rights.

8. **Tax Collection by County Authorized.** It is recognized that under the Declaration the Association will own the Common Area and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his or her pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

ARTICLE VI DURATION, ENFORCEMENT AND AMENDMENT

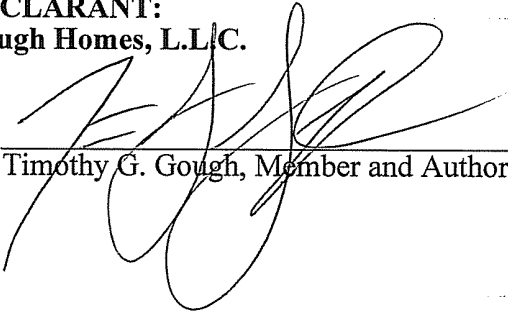
1. **Duration of Restrictions.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. **Enforcement.** The owner or owners of any portion of the Property, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages, including reasonable attorney's fees, for such violation or attempted or threatened violation. Failure by any property owner or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions
the 26 day of December, 2013.

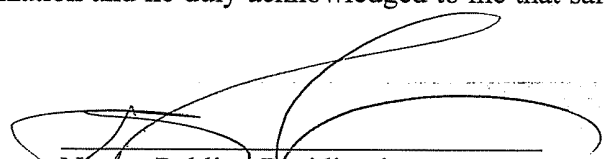
DECLARANT:
Gough Homes, L.L.C.

By: 
Timothy G. Gough, Member and Authorized Agent

STATE OF UTAH
COUNTY OF SALT LAKE

On this 26 day of December, 2013, personally appeared before me Timothy G. Gough,
duly sworn, who did say, for himself, that he is a member of Gough Homes, L.L.C., a Utah limited
liability company, and that the within and foregoing instrument was signed on behalf of said limited
liability company by authority of its Articles of Organization and he duly acknowledged to me that said
limited liability company executed the same.

My Commission Expires: 12-15-15


Notary Public - Residing in
Salt Lake County, Utah

