

PRELIMINARY DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, USE RESTRICTIONS AND CONDITIONS affecting the real property known as Ridgcrest Estates.

1. **4243631** THAT WHEREAS, the undersigned being the legal and beneficial owner of the following real property situated in Salt Lake County, City of South Jordan, State of Utah, known as Ridgcrest Estates.

WHEREAS, the undersigned is about to sell the property described heretofore which it desires to subject, pursuant to a general plan of improvement, to a certain restrictions, conditions, covenants and agreements between the several purchasers of said property themselves as hereinafter set forth.

NOW THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns.

II.

AREA OF APPLICATION

A. FULLY PROTECTED RESIDENTIAL AREAS. the Residential Area Covenants in Part III in their entirety shall apply to all lots included in Ridgcrest Estates subdivision as recorded with the Salt Lake County Utah Recorder's office, except lot 25.

III.

RESIDENTIAL AREA COVENANTS

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one dwelling not to exceed two stories in height and private attached garages for not less than two vehicles. Lots 25 thru 29 shall be bound by their individual agreement between themselves and K. B. Builders dated August 17, 1983. All construction to be of new materials except that used brick may be used with written proper approval of the Architectural Control Committee. Other buildings can be permitted in rear of property but construction must be of quality and must be reviewed and approved by the Architectural Committee before construction can take place. Architectural Committee can approve or reject building based on type of construction.

B. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external designs with existing structures, and as to location with respect to topography and finish grade elevation. All fences shall conform with South Jordan City requirements.

-Continued-

BOOK 5765 PAGE 2454

When Recorded and to: K.B. Builders
2850 S. Main Ave.
SLC Utah 84115

C. DWELLING, QUALITY, AND SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet for a one-story dwelling, nor less than 1,000 square feet for the main floor, plus a minimum of 667 square feet for the 2nd floor for a dwelling of more than one story, unless deemed appropriate by the Architectural Committee. For purposes of these covenants the basement shall in no event be considered a story.

D. BUILDING LOCATION

1. No building shall be located on any lot nearer than 30 feet on the front lot line, excepting a corner lot which can have a 20 feet set back on one side and a 30 feet set back on the other side, and no building shall be nearer than 20 feet to any side street line. All building locations shall conform to South Jordan City Standards.

2. No building shall be located nearer than 10 feet to an interior lot line. No dwelling with an attached garage shall be located on any interior lot nearer than 15 feet to the rear lot line. No accessory or out buildings shall be located to encroach upon any easements.

3. For the purpose of this covenant, eaves, steps and open porches, fireplaces, shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

E. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 90 feet to a minimum building setback line except as noted on plat, nor shall any dwelling be erected or placed on any lot having an area of less than 14,520 square feet as permitted by South Jordan City.

F. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot 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.

G. NUISANCE. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

RESTRICTIVE COVENANTS
RIDGECREST ESTATES
Page 3

No automobile or other vehicle is to be parked on any street or front or side of any lot unless it is in running condition, properly licensed and regularly used, excepting lots 25 to 29 which can park on the side or rear of property.

H. TEMPORARY STRUCTURES. No structure of a temporary character, 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. All structures are to be of new construction. Lots 25 to 29 shall be permitted to have buildings located on property when conforming to South Jordan City ordinances.

I. PRIVATE RESIDENCE: MOVING STRUCTURES. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete in excess of 1 year from the date the building was started unless approved by the Architectural Control Committee in writing.

J. SIGNS. No signs of any kind shall be displayed to the public view on any lot except the professional type, advertising the property for sale or rent, or signs used by a building and/or developer to advertise the construction and sales period. All signs shall conform to South Jordan City standards.

K. OIL AND MINING OPERATIONS. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

L. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and are restricted to the owner's premises or on leash under handler's control, and are licensed by South Jordan where required by law, except that animals may be permitted when conforming with South Jordan City requirements.

M. GARBAGE AND REFUSE DISPOSAL. No lot or utility property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and away from the public view. No unsightly materials or other objects are to be stored on any lot in view of the general public.

-Continued-

BOOK 5765 PAGE 2456

N. LANDSCAPING. Landscaping, trees, lawns, shrubs, or other plantings where provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

O. SLOPE AND DRAINAGE CONTROL. No structures, planting or other material shall be placed or permitted to remain or other facilities taken which may damage or interfere with established slope ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

IV. ARCHITECTURAL CONTROL COMMITTEE

A. MEMBERSHIP. The Architectural Control Commission is composed of Kay C. Barton and Harden W. Breinholt, 2880 South Main Street, Salt Lake City, Utah 84115. A majority of the committee may designate a representative to act for him in the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for any services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through duly recorded, written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

B. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it or thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

V. GENERAL PROVISIONS

A. TERM. 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 forty years from the date these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change the covenants in whole or in part.

-Continued-

B007 5765 REC 2467

B. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C. SEVERABILITY. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the provisions which shall remain in full force and effect.

D. AMENDMENT. These covenants may be amended by the written acceptance of two-thirds of the owners of record of the lots.

BOOK 5765 PAGE 2468

-Continued-

K. B. Builders, Inc.

by: Kay C. Barton
Kay C. Barton

2850
MERRILL TITLE COMPANY
DEP
Rebecca Gray
REBECCA GRAY

MAY 12 10 28 AM '85

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

ATTEST:

Rebecca B. Barton
Rebecca B. Barton

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss

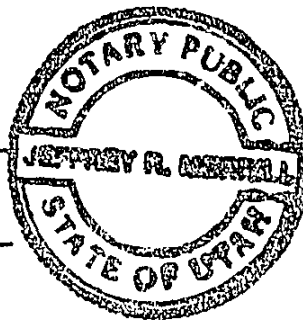
On the 12th day of August, 1984, personally
appeared before me Kay C. Barton and Rebecca B. Barton, the signers
of the within instrument who duly acknowledged to me that they
executed the same.

Jeffrey R. Merrill
NOTARY PUBLIC

Residing in: Salt Lake City

My Commission Expires:

MAY 8, 1986



BOOK 5765 PAGE 2469