

When recorded mail to: Development 2001, 5941 Redwood Rd., Taylorsville, UT 84123

7549092

**DECLARATION OF RESTRICTIVE COVENANTS FOR PARK RIDGE
PHASE I, PLATS 1-4**

7549092
01/06/2000 10:54 AM 119.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: RDJ, DEPUTY - WI 7 P.

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in Salt Lake County, State of Utah, to-wit:

All lots 101 to 198 inclusive, Park Ridge - Phase 1, Plats 1-4 inclusive; according to the plat thereof, as recorded in the office of the County Recorder of said County.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than three vehicles or less than two vehicles.
2. Architectural Control. No buildings, outbuilding or additions shall be erected, placed, nor 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 design with existing structures, and as to location with respect to topography and finish grade elevation.
3. Dwelling Quality and Size. Except as otherwise provided herein, each dwelling shall conform to the Salt Lake County requirements. All single family detached dwellings shall have a minimum of a 900 square feet of finished floor space excluding the garage and the basement.
4. County and Other Approval. Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity.

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By approving plans, the Architectural Control Committee assumes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration of Protective Covenants.

5. Building Location.
 - (a) Building location must conform to the requirements of Salt Lake County.
 - (b) **Detached Accessory Buildings.** A detached accessory building may be permitted, subject to all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall compliment in design and composition the dwelling placed in the Lot and in no event shall such accessory building be permitted with a height greater than the dwelling itself.
 - (c) **Temporary Structures.** No structure of a temporary character, such as, trailers, basement tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No modular homes are permitted to be placed upon a building lot for permanent use, except sales office during construction.
 - (d) For the purpose of this covenant, eaves, steps, and porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.
6. Exterior Materials. All exterior building design and materials shall be in compliance of Salt Lake County, with the following addition: aluminum or vinyl siding is allowed on the front of buildings, provided it does not cover more than 85% of the total front surface (including windows, doors, etc.), and is used in combination with other exterior materials such as cultured stone, rock, brick, and stucco. The roofing materials shall be either wood shingles, composition shingles, or tile roofs. The use of natural earth tones will be encouraged.
7. Landscaping. Landscaping on each Lot shall comply with the following standards:
 - (a) Landscaping shall be installed by the home owners in front yards, between the front line of the house and the curb on the entire width of the Lot, excluding the driveway. On corner Lots, landscaping shall be installed in all areas between the curb and the side lines of the house between the front property line and the rear property line which are visible from the adjacent public right-of-way. Each owner shall install and maintain an automatic sprinkler system.
 - (b) Landscaping shall be as required by the county's front yard Landscaping Package and PUD requirements. No hydroseeding of front yards.
 - (c) **Completion Landscaping.** Landscaping of all front and side yards facing a street shall be completed prior to the issuance of a certificate of

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occupancy issued by the applicable municipality. During the winter months, installation may be delayed, but will be installed in the following spring or early months of summer. These improvements must be bonded for prior to final inspection.

- (d) Homeowners owning homes bordering park strips are responsible for the maintenance of those areas.

8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Park Ridge Subdivision. 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 easements. 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.
9. 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 any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.
10. 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. All incinerators or other 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 materials or other objects are to be stored on any lot in view of the general public.
11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to pet owner's premises or on leash under handler's control.
12. 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.
13. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which

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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.

Homeowners of lots 184 through 193 must sign an agreement for temporary access which allows maintenance to the protected slope to the rear of these lots (see attachment A). This requirement ends when Salt Lake County Development Services releases the bond on the slope protection easement.

14. County 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 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.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of:

Vaughn Wilson
Dennis Berrett
Blaine Gough

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specification, and site plan to the Committee before the review process can commence. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

1. 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

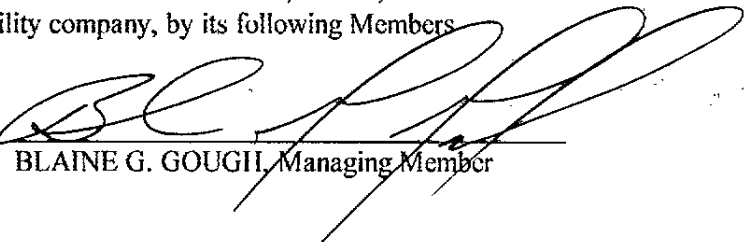
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these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. 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.
3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Any amendment must meet the approval of Declarant until such time as Declarant is no longer a member. Any amendment approved shall be reduced to writing, signed by two members, and recorded against the lots.

DEVELOPMENT 2001, L.C., a Utah limited liability company, by its following Members

GOUGH CONSTRUCTION, L.L.C., a Utah limited liability company, by its following Members

BY: 
BLAINE G. GOUGH, Managing Member

ENSIGN DEVELOPMENT, INC., a Utah corporation

BY: 
DENNIS E. BERRETT, President

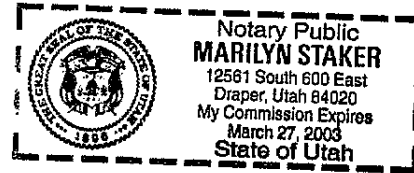
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State of Utah)
) ss.
County of Salt Lake)

On the 3rd day of January, ~~1999~~²⁰⁰⁰, personally appeared before me BLAINE G. GOUGH, who being by me duly sworn, did say, that he, the said BLAINE G. GOUGH is the Member of GOUGH CONSTRUCTION, L.L.C., a Utah Limited Liability Company, which is the Member of DEVELOPMENT 2001, 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 Operating Agreement, and said Limited Liability Company executed the same.

Marilyn Staker
Notary Public

My Commission Expires: 3-27-03
Residing at: Salt Lake County, Ut.

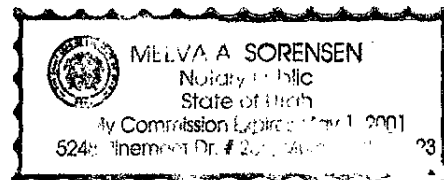


State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 9th day of December, 1999 by DENNIS E. BERRETT, who is the President of ENSIGN DEVELOPMENT, INC., a Utah corporation, which is the Member of DEVELOPMENT 2001, L.C., a Utah Limited Liability Company.

Melva A. Sorenson
Notary Public

My Commission Expires:
Residing at: 5-1-2001



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AGREEMENT TO PERMIT TEMPORARY ACCESS TO MAINTAIN SLOPE PRESERVATION EASEMENT, AS PARTIAL CONSIDERATION FOR THE PURCHASE OF THE FOLLOWING PROPERTY AND IN ACCORDANCE WITH A REAL ESTATE PURCHASE CONTRACT DATED _____.

I (We), the undersigned, agree to permit access to planted slope area in the rear of Lot _____ of Phase _____, Plat _____ of the Park Ridge Subdivision over and across the _____ feet of said lot; based upon the following conditions:

1. Access shall be granted for a period of two years from June 15, 1999; however; in the event that conditons require, access my be extended for an additional year.
2. Access shall be granted to Development 2001 (the Developer), their employees or contractors, and/or Salt Lake County Development Services Division (the County), their employees or contractors.
3. Access shall be granted for the sole purpose of inspecting or maintaining the planted slope area in the rear of the lot, referred to on the recorded subdivision plats as the slope preservation easement.
4. The slope area in the rear of the lot is protected by a restrictive easement. The conditions of the restrictive easement set forth the following:
 - a. The property owner shall not grade, build or construct in the protective slope easement area without the written permission of both the Developer and the County.
 - b. The property owner shall not remove plant materials from the protective slope easement area without the written permission of both the Developer and the County.
 - c. The property owner shall not do anything that would have an adverse effect on the establishment and continuous growth of the plant material within the protective slope easement area without the written permission of both the Developer and the County.

I have read this agreement, understand the requirement to permit access based upon the conditions set forth herein and agree to permit access based upon the conditions set forth herein.

_____ Date
 _____ Date

State of Utah)
 County of Salt Lake) SS
)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__
by _____

Notary Seal

(Signature of Notary)

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