

7939848

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS, &
CONDITIONS, AFFECTING THE REAL
PROPERTY KNOWN AS SOUTH RIDGE SUBDIVISION

PART A. PREAMBLE

TO WHOM IT MAY CONCERN

KNOWN ALL MEN BY THESE PRESENTS:

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

All Lot 401 to 433 inclusive, SOUTH RIDGE FAIRWAYS SUBDIVISION, according to the official 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 not less than an attached two car garage. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. No swamp coolers, solar panels, shall be placed on the front or street side of any roof. No modular homes, manufactured homes, existing homes or mobile homes will be allowed.
2. **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 in writing 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Approval shall be as provided in Part C.
3. **Size.** The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,900 square feet for a one story dwelling, Finished square feet constituting the combination of the main level and upper level, but not including family room, half bath and laundry room behind garage, shall be not less than 2,000 square feet for a multi-level dwelling. In a two-story dwelling which is two stories above the curb level, the combined area of the ground story level and the story above ground story level, exclusive of garage and any

7939848
07/03/2001 03:50 PM 58.00
Book - 8475 Pg - 8716-8724
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
BY: SLH, DEPUTY - WI 9 P.

BK8475PG8716

one-story open porches shall total not less than 2,350 square feet. All split level and split entry dwelling must be approved by the architectural Control Committee. An approval or disapproval maybe totally subjective as this type of home is not in keeping with the intended quality of home we owners of the development intended to have in this subdivision. However, if a split level is approved and allowed to be built in the subdivision , than in no case will a split level dwelling have less than, 2,100 square feet (in the combined area of a single level and each of the two levels in the adjoining two-story portion of the dwelling, exclusive of the garage and any one-story porches). The split entry dwelling shall be treated in the same way as a split level dwelling the Architectural Control Committee. In a split entry dwelling (if approved), the above ground level shall be not less than 2,100 square feet, exclusive of garage and any one-story porches. If four feet or more of foundation is above finished grade, than the basement becomes a story. For the purposes of these covenants, the basement area shall in no event be considered a story. Variance of this covenant may be granted only by the Architectural Control Committee. All dwellings must have a three (3) car garage attached to the dwelling.

4. **Easements.** Easements for all installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision map. 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 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. The easement area of each of the lots, and all the improvements in it, shall be landscaped and maintained continuously by the owner of the lot.

5. **NUISANCES** No noxious or offensive activity shall be carried on upon any lot or park nor shall anything be done thereon which may be or may become an 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 purposes.

6. **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 temporary or permanently.

7. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or the waste and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and in 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 objects are to be stored on any lot in view of the general public.

8. **Garbage and Refuse Disposal during Construction.** All lots (during construction of dwellings, fences, etc.) shall be kept free of rubbish, waste materials from contractors, materials from sub-contractors, etc., must be maintained by owner in such a manner as to not detract from the residential quality of the subdivision and store such materials in a storage container during

the time of construction.

9. **Animals and Pets.** Dogs, cats or other household pets, may be kept as permissible within 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 handlers control. If in the opinion of South Ridge Fairways Subdivision Architectural Control Committee, any of the forenamed pets become an annoyance, nuisance, or obnoxious to other owners thought the subdivision, the committee may require a deduction in the number of pets permitted or elimination of any such pet considered dangers or unsafe to the neighborhood.

10. **Tree Planting.**

(a) The owner of each lot throughout the subdivision bordering the Golf Course is required to plant four, two inch caliper trunk diameter minimum trees spaced along the property line bordering the Golf Course. Any of the following trees may be used.

Sycamore, Bloodgood
Oak Columnar, English
Oak spreading Bur, Pin, Red, English
Maples, Deborah, Emerald Queen, Crimson King
Maples Columnare
Honeylocust, Shademaster, Sunburst
Pear, Flowering Aristocrat, Redshire, Chanticleer Trinity
Linden - Little Leaf or Redmond
Mulberry, Fruitless
Ash Marshall Seedless
Cherry Flowering Kwanzan

Such trees are shown on the recorded plot and are to be planted by owner or builder (with appropriate drip systems) before final inspection approval can be given by South Jordan City, and before permanent power authorization is given. An escrow in the amount of \$800.00 must be placed by the owner upon purchase of the lot at closing with Backman Stewart Title at 9071 South 1300 West, West Jordan, Utah 84088. The Architectural Control Committee is authorized to sign such reconveyance releasing such escrow. This escrow will be released upon compliance of this section.

(b) The owner of each lot throughout the subdivision is required to plant two trees or four in corner lots, two inch caliper trunk diameter minimum trees. Any of the following trees may be used.

Sycamore, Bloodgood
Oak Columnar, English
Oak spreading Bur, Pin, Red, English
Maples, Deborah, Emerald Queen, Crimson King
Maples Columnare
Honeylocust, Shademaster, Sunburst
Pear, Flowering Aristocrat, Redshire, Chanticleer Trinity
Linden - Little Leaf or Redmond
Mulberry, Fruitless

Ash Marshall Seedless
Cherry Flowering Kwanzan

Such trees are to planted by owner or builder (with appropriate drip systems) before final inspection approval can be given by South Jordan City, and before permanent power authorization is given. An escrow in the amount of **\$400.00** must be placed by the owner upon purchase of the lot at closing with Backman Stewart Title at 9071 South 1300 West, West Jordan, Utah 84088. The Architectural Control Committee is authorized to sign such reconveyance releasing such escrow. this escrow will be released upon compliance of this section.

11. **Damage Escrow.** Grantee or grantees of any building lot in this subdivision at the time of recording is responsible for any damages to the concrete, water boxes, lids, or rings missing, or any damaged irrigation risers. It is understood that the grantee is responsible to repair any and all damages sustained. Unless Architectural Control Board is notified in writing prior to recording and or closing, so that it can be inspected and agreed upon by both parties. the grantee is to place **\$800.00** in escrow at closing with Backman Stewart Title at 9071 South 1300 West, West Jordan, Utah 84088, for repair of concrete to be released by the Architectural Control Committee 1 year after final inspection of South Jordan City.

12. **Landscaping.** No individual shall occupy their home for more than 90 days without front landscaping being complete. No individual shall occupy their home for more than 90 days without rear landscaping being complete on lots bordering the Golf Course. Variance of this covenant may be granted only by the Architectural Control Committee. The Architectural Control Committee can impose a fine of \$25.00 a day at their options as a penalty fee until landscaping is completed to be place as a lien against the property.

13. **Parking Vehicles, Boats, Etc.** No automobiles, campers, trailers, boats, equipment, recreational vehicles, motor homes, commercial vehicles, large trucks, etc. shall be parked or stored on a public street or right-of-way for more than 24 consecutive hours. None of the above may be kept on the premises unless garages, sheds, parking stalls, etc. are provided behind setback lines. Any detached building shall be done with the same design, colors, and materials as existing home.

14. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than nine square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

15. **Maintenance of Lots.** All lots (improved or unimproved) shall be kept free of rubbish, weeds, etc. and must be maintained by owner in such a manner as to not detract from the residential quality of the subdivision. Sidewalks, curb and gutters must be kept clean, unobstructed, and in good repair.

16. **Fences.** All fences must meet South Jordan City codes. No side boundary walls and/or

fences shall be constructed with a height of more than eight (6) feet. No wall and/or fence of any height shall be constructed on any lot until after the height, type, design, material, and approximate location thereof have been approved in writing by the Architectural Control Committee. The height or elevation of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such height shall be completely determined by the Architectural Control Committee. Walls and/or fences shall be constructed as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee.

All fences bordering the golf course must be of the same design and color as to the fence boarding the (South Ridge Fairways) on Skye Drive and must be constructed within 1 year after occupying their home.

17. **Architectural Control.**

(a) No building shall be erected, placed, altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality workmanship, materials, size, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation.

(b) No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Any and all detached buildings must be approved by Architectural Control Committee.

(c) All homes will be required to have exterior finishes of brick, stone veneer, cement stone, or stucco. All exteriors and exterior colors shall be approved by Architectural Control Committee. All homes will be required to have 50% brick, stone veneer, or cement stone on the front elevation (main level), and 50% brick, stone veneer, or cement stone on the side elevation (main level) facing a street.

(d) All homes will be required to have one of the following roofing materials, tile, cedar shingles, cedar shakes, asphalt/fiberglass architecture (three dimensional) shingles.

(e) **Front Yard.** Minimum front yard setback shall be thirty (30) feet.

Front Yard - Corner Lot. On corner lots, the front yard setback shall be not less than thirty (30) feet, except that if the side yard is not less than thirty (30) feet, then the front yard shall be not less than twenty (20) feet.

Side Yard. The minimum side yard setback shall be eight (8) feet.

Side Yard - Corner Lot. On corner lots, the side yard contiguous to the street shall be not less than twenty (20) feet. Except that if the front yard is less than thirty (30) feet, then the side yard shall be not less then thirty (30) feet.

Rear Yard. The minimum rear yard for all uses shall be fifteen (15) feet. Except that a rear yard contiguous to a street shall be not less than thirty (30) feet.

18. **Architectural Control Committee.** The Architectural Control Committee is composed of Lane Dillman, Dee Bates, and Steve Bates. 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,

BK 8475
pg 8720

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 services performed pursuant to this covenant. When declarant resigns by signing his authority to the succeeding Architectural Control Committee or to the South Ridge Fairways Subdivision. The current recorded owner of the majority of the lots have the power through duly recorded written instrument to change the membership of the committee, to withdraw from the committee, or to restore to it any of its powers and duties.

19. **Committee Procedures.** 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 ten working 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.

20. **Detached buildings.** Any detached building shall be no less than 2 feet to any property line and no higher than 16 feet from ground level to highest peak of building. Property around dwelling or building to be maintained and free of debris. All detached buildings will be reviewed by the Architectural Control Committee their commencement on any said lots.

21. **Construction Time Following Purchase.** The grantee or grantees of any building lot within the subdivision shall, within 1 year from the purchase date of said lot, shall commence construction or landscaping upon the first 30 foot frontage of the purchased lot, and having commenced construction upon said property, shall continue there with and have the structure upon the property ready for occupancy as a residence within 9 months from the date construction is commenced. The Architectural Control Board can at their option impose a fine of \$50.00 a day penalty fee until construction is completed. to be place as lien against the property. Any variances to this may be granted by the Architectural Control Board.

22. **Arbitration and Enforcement.**

(a) In the event of disagreement or dispute between a the Architectural Control Board and the grantee or grantees of any building lot, arising out of or in connection with this agreement which can not be adjusted by and between the parties involved, then arbitration shall be pursued according to the rules of the American Arbitration Association.

(b) Should it become necessary for either party hereto to enforce the terms of this agreement through an attorney, it is agreed that the party; who shall have breached this agreement shall be liable to the enforcing party for all costs incurred thereby, including a reasonable attorney's fee.

BK8475PG8721

THE SOUTH RIDGE FAIRWAYS ASSOCIATION

Three months after the sale and closing of the last lot in the subdivision, the Architectural Control Committee will be dissolved and the duties will be assumed by the South Ridge Association. An Acting Chairperson will be approved by the Architectural Control Committee.

The owner of each lot throughout the subdivision belongs to and is allowed one vote in the South Ridge Fairways Association and to vote upon any other business in the common interest of the property owners.

The chairperson will coordinate business as authorized by the Association, which will include, but not limited to:

1. Maintenance of the public street lights.
2. Maintenance of the public park.
3. Any other duties as authorized by the Association.

The chairperson is to serve in accordance with the inters of the majority of the owners of homes in the subdivision, hence the chairperson may be terminated (voluntarily or involuntarily) by a majority vote of the resident owners of South Ridge Fairways (Each lot receiving one vote).

These covenants are subject to the current and subsequently adopted rules, regulations and policies of the South Ridge Fairways Association.

27-07-302-016
-015
-014

27-07-351-023
-024

GENERAL PROVISIONS

1. **Terms** These covenants are to run with the land and should and shall be binding upon all parties and person claiming under them for a period of 30 years from the date these covenants are recorded. After this time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots and have been recorded agreeing to change said covenants in whole or in part.

2. **Enforcement** Enforcement of the foregoing shall be by proceedings at law or in equity against every person, person, or entity violating or attempting to violate any covenant herein, either to restrain violation to recover damages, specifically, a competent court with jurisdiction my restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorneys fee to the person or Association enforcing the same.

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.

DATED this 2nd day of July, 2001.

Glenmore L.C.

By: [Signature]
Steve Bates

[Signature]

STATE OF UATH)
: SS.
COUNTY OF SALT LAKE)

On the _____ day of _____, 2001, personally appeared before me Steve Bates, the principles of Glenmore L.C., who being by me first duly sworn did say that they executed the foregoing instrument in behalf of Glenmore L.C..

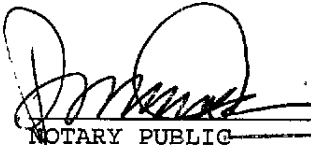
NOTARY PUBLIC
Residing at: _____

BK8475PG8723

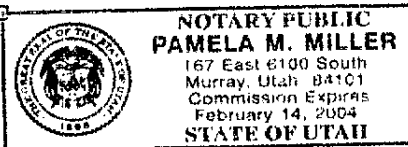
STATE OF UTAH)

COUNTY OF SALT LAKE)

ON THE 3RD DAY OF JULY, 2001, PERSONALLY APPEARED BEFORE ME, STEVE BATES AND LANE DILLMAN, WHO BEING BY ME DULY SWORN DID SAY, THAT THEY, THE SAID STEVE BATES AND LANE DILLMAN, IS THE SAID MEMBER-MANAGERS OF GLENMORE, 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 ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.



NOTARY PUBLIC



Notary Attachment for CC+RLs.

BK8475PG8724