

WHEN RECORDED, RETURN TO  
Paxton R. Guymon  
YORK HOWELL & GUYMON  
6405 South 3000 East, Suite 150  
Salt Lake City, Utah 84121

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ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
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520 S 850 E STE A300  
LEHI UT 84043  
BY: KRA, DEPUTY - WI 10 P.

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
NORTH CREEK ESTATES

a Residential Community in Riverton, Utah

NORTH CREEK ESTATES  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH CREEK ESTATES is made this \_\_\_ day of November, 2017, by Keystone Construction, LLC, a Utah limited liability company (the "Declarant").

Recitals:

A. Declarant is the Owner of certain real property located in Salt Lake County, Utah, more particularly described on Exhibit A to this Declaration, which real property shall be the Covered Property under this Declaration. Declarant has recorded a subdivision plat with regard to the real property described in Exhibit "A", which plat subdivided said real property into twenty-two lots as indicated thereon and is entitled "North Creek Estates Subdivision", and recorded on \_\_\_\_\_ as Entry Number \_\_\_\_\_, in the office of the Salt Lake County Recorder. This Declaration is being imposed upon the Covered Property.

B. Declarant intends to develop a residential subdivision on the Covered Property and convey all of the lots therein subject to a general plan of development and to the covenants, conditions and restrictions set forth in this Declaration.

NOW THEREFORE, Declarant declares as follows:

All lots within the Covered Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a general plan of development, to protect and enhance the property values and aesthetic values of the Covered Property. The covenants, conditions and restrictions contained herein are intended to and shall run with the title of the land, and be binding upon the successors, assigns, heirs, and any other person holding any ownership or possessory interest in the Covered Property, and shall inure to the benefit of all other lots in the Covered Property.

The covenants, conditions, and restrictions shall be binding upon the Declarant and its successors in interest, and may be enforced by the Declarant or by any Owner, as hereinafter defined. Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) Installation and completion of the Improvements, as hereinafter defined; (2) Use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) Installation and maintenance of signs incidental to sales or construction, subject to applicable laws and ordinances; and (4) Assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes on the Covered Property.

Notwithstanding any applicable theory relating to a mortgage, deed of trust or similar instrument, the term Lot Owner, Owner, or Owners shall not mean or include the mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

ARTICLE I  
DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

"City" shall mean the city of Riverton, Utah and its appropriate departments, officials and boards.

"Covered Property" shall have the meaning set forth in the recitals.

"Declarant" shall mean Keystone Construction, LLC, a Utah limited liability company, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

"Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

"Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of a building.

"Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Covered Property.

"Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

"Plat" shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Salt Lake County Recorder, as such plat may be amended from time to time.

"Subdivision Improvements" shall mean all improvements and facilities to be installed outside of the boundaries of Lots, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of subdivision of the Covered Property.

## ARTICLE II RESTRICTIONS ON ALL LOTS

2.1 Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, and no Lot may be occupied or used in a manner that is in violation of any such ordinance or Code.

2.2 Business or Commercial Uses. No portion of the Covered Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home occupation entirely within a Dwelling. No home occupation will be permitted which requires or encourages clients, customers, patients or others to come to a Dwelling to conduct business, or which requires any employees outside of the Owner's immediate family or household.

2.3 Restriction on Signs. Signage shall be permitted in accordance with City ordinances.

2.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

- 2.5 Dwelling to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on a Lot.
- 2.6 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Covered Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.
- 2.7 Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.
- 2.8 Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and household refuse or garbage except as stored in tight containers in an enclosure such as a garage or behind a fenced area.
- 2.9 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks other than in connection with celebration of the 4th of July and 24th of July holidays, and setting open fires (other than properly supervised and contained barbecues).
- 2.10 Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.
- 2.11 Recontouring. No lot shall be recontoured, excluding grading for purposes of basement construction, without the prior written approval of the City. Among other matters, the City's approval may be conditioned on the requirement that the proposed grading conform to the general grading plan applicable to the Covered Property (the "General Grading Plan").
- 2.12 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. Each Owner shall require its builder to deliver finished grades to streets and other common water carriers, as set forth on the General Grading Plan, such as trails, paths, creeks, canals or ditches.
- 2.13 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.
- 2.14 Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when stored inside a garage or behind a fenced area.
- 2.15 Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping

vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicles are stored in a garage or behind a fenced area.

ARTICLE III  
DECLARANT CONTROL; ENFORCEMENT OF COVENANTS

3.1 Declarant Control. Declarant shall have control as set forth in this Section 3.1. from the date of this Declaration for so long as Declarant shall own any portion of the Covered Property, unless Declarant shall earlier terminate Declarant's period of control in writing. During the period of Declarant's control, Declarant shall have control over amendments to this Declaration as set forth in Section 13.5 hereof. From the date of this Agreement until the termination of Declarant's control, Declarant shall also have the right to approve exceptions to any of the covenants contained herein, subject to City ordinances.

3.2 Owner's Right to Enforce Covenants. Each Owner shall have the right to enforce any of the covenants, conditions and restrictions contained in this Declaration as set forth in Section 13.2 hereof.

ARTICLE IV  
ARCHITECTURAL CONTROLS

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the following architectural design standards. All Improvements on any Lot shall be subject to the following restrictions and architectural design standards:

4.1 Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an enclosed garage for at least three cars.

4.2 Dwelling Size. Dwelling size requirements are as follows:

(a) A Rambler, One-story home shall be not less than 2,000 square feet above grade.

(b) A two-story home shall have not less than 4,000 square feet of total square footage: 1,500 square feet on the main floor, and not less than 2,500 square feet of finished living area above grade.

4.3 Ceiling Height. The ceiling of the main floor shall be a minimum of nine feet in height.

4.4 Dwelling Height and Width. No structure shall exceed two stories above the main floor or ground level for living space or be more than thirty-five feet above a point representing the average grade at the front setback line.

4.5 Exterior Requirement. No structure shall be built with less than 100% of all the faces of the structure of either brick, stone, cementitious siding or stucco. Stone and masonry requirements shall be in accordance with the applicable City ordinances. The use of plastic soffit or fascia is prohibited. Exposed cement foundation height shall average not more than 18" above finished grade on all sides.

4.6 Roof Design. At least 90% of the roof coverage shall have a pitch within a range of 4/12 to a 12/12 slope. All roofing materials must be of architectural grade. Wood roofing materials are prohibited.

4.7 Windows. All windows must be at least double glazed. No mirrored or reflective glass may be used. Each side of the house must contain a minimum of one window.

4.8 Antennas. All antennas must be enclosed within the Dwelling or not visible from neighboring dwellings.

4.9 Balconies and Decks. Any balcony or deck which is above the natural grade must be constructed in compliance with the following: All posts or pillars supporting any deck must be greater than six inches in width. The area under any deck must be either be landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material.

4.10 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park three vehicles completely out of the street right of way. All driveways are to be constructed only of concrete.

#### ARTICLE V CONSTRUCTION COVENANT

In order to minimize the inconvenience to neighboring Owners during periods of construction within the Covered Property, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which Owner is liable.

5.1 Portable Office or Trailer. A builder or general contractor constructing a home on a Lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of: (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the Building Permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

5.2 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Covered Property. No concrete trucks may be cleaned out on the Lot or elsewhere within the Covered Property.

5.3 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

5.4 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction.

5.5 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must also comply with any sign ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

5.6 Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 AM and ending at 9:00 PM, or such lesser period as is allowed by City ordinances. The Builder is responsible for controlling noise emanating from the site.

5.7 Removal of Mud. The Builder is responsible for obtaining a SWPPP permit and cleaning up and removing mud that is deposited on the roadways of the Covered Property by their construction operation at least once each

week.

5.8 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the building permit. It is the obligation of the Owner to construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of six months from the date of the foundation is complete. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

#### ARTICLE VI LANDSCAPE STANDARDS

It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

6.1 Lawn and Landscaping Required. Front yard, back and side yard lawns are to be installed as soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 12 months from the issuance of the Certificate of Occupancy.

6.2 Placement of Trees and Shrubs. Planting of a minimum of six trees and a minimum of 12 five-gallon shrubs in the front and/or visible side yard within each Lot is required. Conifers shall be a height of at least six feet and deciduous trees shall be at least a two inch caliper. Only sod and trees shall be permitted to be planted in the parking strip.

6.3 Fences. Fencing shall be permitted in the Covered Property only in accordance with applicable City ordinances and must be decorative in nature. Barb wire and field fence on posts are prohibited. No chain link is permitted as cross-fencing or in back and side yards where it is visible from roads.

#### ARTICLE VII GENERAL PROVISIONS

7.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by any other Owner.

7.2 Remedies.

(a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), or by any other Owner. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be

considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against other similar violations.

7.3 Severability. Each of the covenants, conditions and restrictions contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

7.4 Limited Liability. Neither the Declarant nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

7.5 Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the Covered Property, Declarant's approval to any amendment shall be required. Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment.

7.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Covered Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions contained herein against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

7.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.


7.8 Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Covered Property. Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

*[Signature on following page]*



Executed on the date stated above.

Keystone Construction, LLC,  
a Utah limited liability company

By:   
Its: MANAGER

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

The foregoing instrument was acknowledged before me this 21 of November, 2017, by Grant Leggren  
as manager of Keystone Construction.

  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:

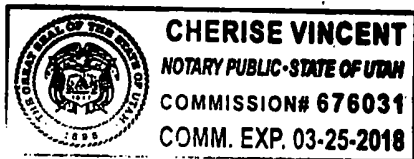


EXHIBIT A

Beginning at a point on the West line of 4000 West Street, said point being South 00°09'32" East 66.78 feet along the Section line and South 89°50'28" West 33.00 feet from the Northeast Corner of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°09'32" East 772.73 feet along the West line of 4000 West;  
thence North 89°46'44" West 540.00 feet;  
thence North 00°09'32" West 806.74 feet to the South line of 11800 South Street;  
thence South 89°46'40" East 560.00 feet along the South line of 11800 South Street;  
thence south 44°58'08" East 48.24 feet to the point of beginning.

Contains 435,047 Square Feet or 9.987 Acres and 22 lots and 1 Parcel