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ADAM GARDINER
Recorder, Salt Lake County, UT
INTEGRATED TITLE INS SERVICES
BY: eCASH, DEPUTY - EF 7 P.

When recorded mail to:
Broadhead Cove Subdivision
Yosemite Park, LLC
6150 S. Redwood Road, Suite 100
Taylorsville, UT 84123

COURTESY RECORDING
This document is being recorded solely as a
courtesy and an accommodation to the parties
named therein. INTEGRATED TITLE INSURANCE
SERVICES LLC hereby expressly disclaims any
responsibility or liability for the accuracy or the
content thereof.

**DECLARATION OF RESTRICTIVE COVENANTS FOR
BROADHEAD COVE SUBDIVISION**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

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

All Lots 1 to 11, Broadhead Cove Subdivision, according to the plat thereof, as recorded in the office of the County Recorder of Salt Lake County.

Lot 12 located in Broadhead Cove Subdivision is not subject to this Declaration and shall have none of the associated rights. This lot is removed from the total subdivision lots for all applicable sections herewith.

Do hereby establish the nature of the use and enjoyment of said 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, unless otherwise indicated on the plat map, as recorded with the Salt Lake County Recorder's Office. Each lot shall include no more than one detached single-family dwelling, not to exceed two stories, and no garages shall be less than a three-car garage.
2. Architectural Control. No building, outbuilding, additions or any exterior modifications 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 ("ACC") as to quality of workmanship and materials, color and harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. Dwelling Quality and Size. All single family detached dwellings shall have a minimum of a 1,800 square feet (rambler), 2,300 square feet (two-story) of finished floor space excluding the garage and the basement, basement meaning below grade. A minimum of two (2) of the following architectural elements will be required: stucco, hardie board, stone and brick. A

minimum of 25% of the front elevation must be brick or stone. Vinyl siding, of any kind, shall not be permitted.

4. City 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. 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 Restrictive Covenants.
5. Building Location.
 - (a) Building location must conform to the requirements of Riverton City.
 - (b) Detached Accessory Buildings. A detached accessory building may be permitted, subject to all Riverton City regulations and 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. All Detached Accessory Buildings shall be approved, in advance, in writing, by the ACC. No modular sheds or buildings constructed off-site are to be permitted unless pre-approved in advance in writing by the ACC.
 - (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. Modular homes are not permitted to be placed upon a building lot for permanent use.
 - (d) For the purpose of this covenant eaves and steps 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. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the 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.
7. Landscaping.
 - A. Front landscaping is required to be installed within six (6) months of the initial Certificate of Occupancy, weather permitting. The landscaping will include a minimum of a sprinkler system; front lawn; park strip trees and 5-one gallon shrubs. At least 50% of the front lawn shall be in grass excluding the driveway. The remaining 50% can be grass or flowerbeds. Corner lots shall have finished landscaping following the, afore mentioned guidelines on both street sides of the lot to the property line. Park strips must be landscaped and maintained by the homeowner. Each owner of a Lot must plant in the parkstrip, every thirty (30) feet on center (excluding driveway approaches), a Red or Autumn Blaze Maple tree, with a minimum two (2) inch caliper base.

- B. All other landscaping shall be installed within twelve (12) month of the initial Certificate of Occupancy, regardless of weather.
 - C. Vacant Lots, Lots Under Construction & Lots with Certificates of Occupancy but not yet Landscaped – all grass and weeds must be maintained at a height of no greater than six (6) inches.
8. Fencing. Fencing is not allowed in the front yard. Absolutely no wood fencing is allowed. Vinyl fencing shall be white or tan in color. All other non-wood materials shall be approved in advance, in writing, by the ACC.
 9. Satellite Dishes. Satellite dishes shall be installed in the back half of the home and screened from view.
 10. Snow Removal. Homeowners shall be responsible for all snow removal from all sidewalks in front of or adjacent to their 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 any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles, which are unsightly, 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. Long-term parking of any vehicle, motorized or not, such as but not limited to, trailers, recreational vehicles, motor homes, boats, & ATV's, shall not be within the front yard setbacks. Inoperable vehicles under repair or being restored must be inside the home's enclosed garage or a conforming detached structure.
 12. 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. Garbage, recycling, waste or containers of any kind shall be kept behind a fenced area or within a garage.
 13. Livestock and Poultry. No animals or livestock 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 or food production and are restricted to pet owner's premises or on leash under handler's control. Poultry shall be permitted per city ordinances.
 14. 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.
 15. 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 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. All Owners and Contractors shall be responsible to provide a final grade for the Lot that will contain that Lot's storm water and all water generated from within the Lot (regardless of the water source). No water of any kind (unless incorporated into the Subdivisions final plat and integrated design plans previously recorded with the Salt Lake County Recorder) shall be permitted to run into another Lot without the express written permission from the affected Lot Owner(s).

16. City 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 Riverton City, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.
17. Construction and Insurance Requirements. All contractors and Owners shall hold Yosemite Park, LLC harmless from any general liability, automobile liability and workman's compensation from any activity occurring in Broadhead Cove.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the Architectural Control Committee ("ACC" and/or "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. Fees may be charged for submissions and review by the committee. The Architectural Control Committee is composed of:

Derek Wright
Travis Wright

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.
3. Termination of ACC. After all homes have received a Certificate of Occupancy, the ACC shall be dissolved.

PART D. ASSOCIATION, ASSESSMENTS & EXPENSES

1. Homeowners Association: There shall be no homeowners association entity created for the Broadhead Cove Subdivision.
2. Period of Declarant Control. The Period of Declarant Control is the period of time from when this document is recorded and shall end upon the first of the following to occur:
 - a. All the platted or planned Lots have been conveyed to individuals or entities other than the Declarant or a Builder.
 - b. The Declarant voluntarily relinquishes control to the homeowners.
3. Assessments. Lots 5, 6, 7 & 8 front Barb Lane, a private driveway. All common expenses related to snow removal and maintenance, of any kind, shall be divided uniformly between these four lots. If Lot 4 uses Barb Lane, for any purpose, they shall also pay a portion of the common expenses.

PART E.

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 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 sixty-seven (67) percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. During the Period of Declarant Control, Declarant must approve all amendments in writing.
5. Declarant's Right to Amend Unilaterally Prior to Termination of Declarant's Right to Control. Prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend this Declaration for any purpose.

Broadhead Cove Subdivision
 Yosemite ~~Lofts~~ LLC
~~Part~~

By: *[Signature]*
 Derek Wright, Declarant

State of Utah
 County of Salt Lake

On the 26 day of April, 2018 personally appeared before me Derek Wright, who being by me duly sworn, did say that he is a _____ of _____, a corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by a resolution of its board of directors) and said _____ acknowledged to me that said corporation executed the same.

See Attached

 Notary Public

Residing at _____
 My Commission Expires: _____

STATE OF UTAH

ss.

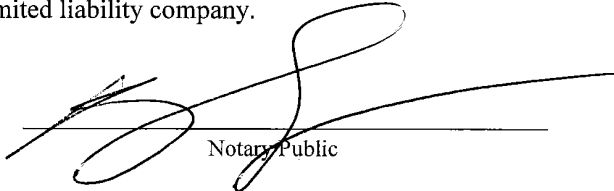
COUNTY OF SALT LAKE

On the 26 day of April, 2018, personally appeared before me DEREK WRIGHT who being duly sworn did say that he is the Manager of YOSEMITE PARK, LLC and that said instrument was signed in behalf of said limited liability company by authority and said DEREK WRIGHT acknowledged to me that he, as such Manager, executed the same in the name of the limited liability company.

My Commission Expires:

12-15-19

Residing at: SLC, UT


Notary Public

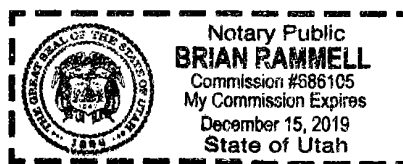


EXHIBIT A
Broadhead Cove Subdivision
Legal Description

BOUNDARY DESCRIPTION

Beginning at a point on the Southerly Right-of-Way line of Melba Lane, said point being South 00°07'35" West 721.18 feet along the section line and East 598.60 feet from the North Quarter Corner of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°52'25" East 356.90 feet along the Southerly Right-of-Way line of said Melba Lane;
thence South 00°07'35" West 589.27 feet;
thence North 89°52'25" West 637.00 feet;
thence North 00°07'35" East 101.06 feet;
thence South 89°48'05" East 191.10 feet;
thence North 00°07'35" East 288.45 feet;
thence South 89°52'25" East 89.00 feet;
thence North 00°07'35" East 200.00 feet to the point of beginning.

Contains 264,248 Square Feet or 6.066 Acres and 12 Lots

Parcel ID No.'s 27-27-202-042 through 27-27-202-052 .