

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

GLENN COVE, P.R.U.D. **1 Phase No 1**

THIS DECLARATION, made on the date hereinafter set forth by GLENN COVE L.C. hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Riverdale City, County of Weber, State of Utah, which is more particularly described as:

A part of Section 7, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 101.35 feet West from the Weber County Brass Cap Monument at the center of said Section; said point as also 422.34 feet North 87°10'00" West along the centerline of 4400 South Street and 490.54 feet North 0°08'47" West from the Riverdale City Brass Cap Monument at the Intersection of 700 West Street and 4400 South Street running thence North 0°08'47" West 124.94 feet along the East line of Call Subdivision, Riverdale City, Weber County, Utah; thence South 87°10'00" East 99.96 feet; thence North 24.96 feet; thence South 87°10'00" East 194.24 feet; thence South 24.99 feet; thence South 87°10'00" East 3.76 feet; thence South 414.43 feet; thence West 98.00 feet; thence South 56.45 feet; thence North 87°10'00" West 99.88 feet; thence North 131.47 feet; thence North 86°11'37" West 99.18 feet to the East line of said Call Subdivision; thence North 0°08'47" West 217.68 feet along said East line to the point of beginning.

*09-229-0001 To 0016*

Contains 2.922 Acres

CLATED ☒ VERIFIED ☐  
RECORDED ☒ MICROFILMED ☐

**E# 1340717 BK1753 PG622**  
DOUG CROFTS, WEBER COUNTY RECORDER  
13-APR-95 1059 AM FEE \$48.00 DEP MH  
REC FOR: BONNEVILLE.TITLE

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easement, restriction, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assign, and shall insure to the benefit of each owner thereof.

#### ARTICLE 1 DEFINITIONS

Section 1. "Associations" shall mean and refer to Glenn Cove Home Owners Association, its successors and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as many hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

- (a) All Private roads, and drives as platted on the map attached hereto (Exhibit "A").
- (b) All walks required for general public use (not those leading to any home within any particular unit).
- (c) All drainage easements, dams, flood easements and rights of way or easements as may be necessary for water, sewage or other utility shall be common areas.

(d) All other part of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Glenn Cove L.C. Properties, and assigns if such should acquire more than one undeveloped Lot from the Declarant for the purpose of Development.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded, along with a recorded acceptance of such dedication or transfer by the City of Riverdale.

(c) Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exceptions of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the class A membership equal the total votes outstanding in the Class B membership, or

(b) On 30 June, 1998.

ARTICLES IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of each Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which

each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title. Delinquent assessments shall be brought current before title can be passed.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240 00).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 30% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 30% by a vote of two-thirds (2/3) of each class of members who have voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not to exceed the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto,

provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided; however, that until a unit has been both fully improved with all utilities installed and occupied for the first time as a residence, the monthly assessment applicable to such unit shall be fifty-percent (50%) of the monthly assessment fixed for other units.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 per cent annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V ARCHITECTUAL CONTROL

No building, fence, wall, dog run, TV dish or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change, or alterations therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant, or the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Failure of the Board or committee to act within 30 days after submission shall be deemed to constitute approval by the Association.

ARTICLE VI  
USE RESTRICTIONS

Section 1. All units in the tract and in such property as may be annexed thereto shall be known and described as single family residential units and shall be used for no purpose other than single family residential purposes.

Section 2. There shall be no obstructions of the common areas by the owners, their tenants; guests or invitee's without the prior written consent of the Board of Directors. The Board of Directors may by rules and regulations, prohibit or limit the use of the common areas as may be reasonable, necessary for protecting the interests of all the owners, or protecting the units or the common areas. Nothing shall be altered on, constructed in, or removed from, the common areas except upon the prior written consent of the Board of Directors.

Section 3. Nothing shall be done or kept in any unit or in the common areas, or any part thereof, which would result in cancellation of the insurance on the project or any part thereof or increase the rate of the insurance on the project or any part hereof over what the Board of Directors would pay for such activity without the prior written consent of the Board of Directors. Nothing shall be done or kept in any unit or in the common areas or in any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other valid imposed requirement of any government body. No damage to, or waste of, the common areas or any part thereof, shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Board of Directors and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitee's, provided, however, that any invitee of the Declarant shall not under any circumstances, be deemed to be an invitee of any other owner. No noxious, destructive or offensive activity shall be carried on in any unit or in the common areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the Project.

Section 4. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each



building site, not more than eighteen (18) inches by twenty four (24) inches, advertising the property for sale or rent except signs used by Declarant, or assigns, to advertise the property during the construction and sales period.

Section 5. No noxious or offensive trade or activity shall be carried on in any unit or any part of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance.

Section 6. No structure of a temporary character, trailer, basement, tent shack, garage, barn, or other out building shall be used in connection with any unit of any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than 3/4 ton, or similar equipment shall be permitted to remain upon any property within the project, unless placed on a designated off-street parking area.

Section 7. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in or around any unit or the common area, except usual and ordinary dogs, cats, birds and other household pets may be kept in or around any units subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided however, that the Association (or the architectural committee or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, nuisance to any other owner. Animals belonging to owners, occupants of their licences, tenants or invitee's within the properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee.

Should any animal belonging to an owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the properties) or person designated by Declarant to do so, or the Board of Directors, to a pound under the jurisdiction of the local municipality in which the properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitee's for any unreasonable noise or damage to person or, property caused by animals brought or kept upon the properties by an owner or by members of his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each owner to clean up after such animals which have used any portion of the common area.

Section 8. No rubbish, trash or garbage or other waste material shall be kept or permitted upon or around any unit or common areas unless screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried or aired in such a way in the properties as to be visible to other property, and no lumber, grass, shrub or tree clipping, or plant waste, metals bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the properties except within an enclosed structure or appropriately screened from view.

Section 9. No fence, hedge, wall or other dividing instrumentality shall be constructed, planted, or maintained except those that are approved by the Architectural control committee. The Committee may allow such as are compatible with its architectural plans, and total development of the project.

No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet, nor shall any fence or other similar structure be erected in any side or

rear yard to a height in excess of six feet. Any fence or other similar structure erected on a corner lot shall not exceed three and one-half feet when it borders a street or front yard of an adjoining lot. All fences require a building permit from the city.

Section 10. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the units or structures in said tract unless and until the same have been approved in writing by the Architectural Committee of the Association.

Section 11. All exterior colors of the project shall be earth tone in nature. Future maintenance, upkeep, etc. shall be of the same type, quality and color.

Section 12. No storage shed shall be constructed, placed or erected on any lot without the approval of the Architectural Committee. Storage shed may be no larger than 10 feet by 10 feet nor exceed a maximum height of 9 feet. Exterior colors shall be earth tone and shall be harmonious in relation to surrounding structures. The location of proposed storage shed must comply with the city's zoning requirements for the subdivision and required building permit from the city.

Section 13. Water discharge. Persons owning, occupying, or having control of any premises, shall not permit irrigation, or water from the roof or eaves of any house, building or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street or adjoining lot. This is intended to require that the owner maintains water on his property.

Section 14. Set-Back Easements. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side, front or back yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings, vehicles and /or hard surfaces such as asphalt, cement, and packed surfaces from this time henceforth and forever.

ARTICLE VII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Maintenance. Each owner of a Lot and/or home shall be charged with the responsibility of maintenance and upkeep of same. Each home and/or Lot will be maintained in a manner acceptable to the Architectural Committee and the Homeowners Association at all times.

Section 6. Creation of Maintenance Lien. In the event that a home and/or Lot is not maintained in an acceptable manner, as determined by the Architectural Committee and/or Homeowners Association, the Committee or Association shall contact the owner (by certified mail) stating the nature(s) of the maintenance in question and allowing a reasonable time for correction. In the event that maintenance corrections are not

satisfactorily completed within the reasonable time period allowed, the Committee or Association may contract for the work to be completed and pay for such work. The Committee or Association shall file a lien on said property and provisions of Article IV, Section 8 and Section 9 of this Declaration shall apply.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,  
has hereunto set its hand and seal this 7th day of

April, 1995

Steve P. Hassell

Richard D. Molumby

GLENN COVE L.C.

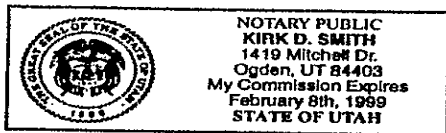
Steve P. Hassell

Richard D. Molumby

Declarant

COUNTY OF WEBER     )  
                                  :SS  
STATE OF UTAH        )

On the 7th day of April, 1995, personally appeared  
before me STEVE P. HASSELL, RICHARD D. MOLUMBY of Glenn Cove L.C.,  
signees of the foregoing instrument, who duly acknowledged to me that  
they executed the same.



Kirk D. Smith  
Notary Public

Residing at: Ogden, Utah

My Commission Expires: 02/08/99

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