

6121787

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

SCENIC VIEW ACRES, PHASE 1  
14650 South 2200 West  
Bluffdale, Utah

Rec By: D Kilpack, Deputy

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07/17/95 1:38 PM  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SK DEVELOPMENT  
9253 S REDWOOD RD  
WEST JORDAN, UT 84088

THIS DECLARATION is made this 15th day of March, 1995, by SK Development, Inc., - WI hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in Bluffdale City, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots, 1 through 23 Scenic View Acres,  
Phase 1 according to the official plat  
thereof filed with the Salt Lake County  
Recorder in Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots and each of them, together with the Common Easement as specified herein, shall hereafter be subject to the covenants, conditions, and restrictions, reservations, assessments charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, and covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

SECTION I

ARCHITECTURAL CONTROL

SECTION 1.1 The Architectural Control Committee shall be composed of Steven E. Sinner and Clair G. Carter. 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, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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**SECTION 1.2** The Committee's approval or disapproval as required in these covenants shall be in writing. The Lot owner must submit three sets of formal plans and three site plans, (one set for each of the following: Bluffdale City, Committee and Owner), which shall contain foundation plan, floor plans and all elevations showing materials to be used in construction, before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**SECTION 1.3** All fences must meet Bluffdale City codes. No side boundary walls and/or fences shall be constructed with a height of more than six (6) feet. No wall and/or fence of any height shall be constructed on any lot until after the height, type, design, materials, and approximate location thereof shall 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 Committee. Walls and/or fences shall be constructed as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

**SECTION 1.4** All buildings or sheds must have the approval of the Architectural Control Committee and meet all Bluffdale City ordinances and codes.

**SECTION 1.5** **Termination of Committee.** Upon the first to occur of either (1) the completion of the construction of a Residence and the Landscaping upon each Lot, or (2) the date which shall be five (5) years from the date of this declaration, the Committee shall automatically cease to exist. Any and all rights, duties and/or responsibilities of the Committee shall at that time automatically become the rights, duties and/or responsibilities of the Association without the necessity of the filing of any amendment to this Declaration or any other action.

## ARTICLE II

### DEFINITIONS

**Section 2.1** "Association" shall mean "THE SCENIC VIEW ACRES, PHASE I" Home Owners Association, comprised of each respective Owner of a Lot in the Subdivision. Decisions by the Association shall be made by a vote of a majority of those Owners present at a duly called meeting of the Association. No vote shall be taken, however, without a quorum of the Owners present, comprised of a majority of the Owners of the Lots in the subdivision. One vote shall be allotted to the Owner of each of the twenty three (23) Lots in the Subdivision. No dues shall be assessed to individual members of the Association, unless otherwise decided by the members of the Association.

### ARTICLE III

#### GENERAL RESTRICTIONS AND REQUIREMENTS

**Section 3.1 Land Use and Building Types.** No building shall be erected, altered, placed or permitted to remain on any Lot other than: (1) one single Family dwelling with enclosed, attached garage for at least two cars. (2) One other detached building which is architecturally compatible with the residence and approved by the Architectural Control Committee. Any additional detached building must be approved by the Committee, and will only be approved after the Owner has demonstrated the reasonable need for any additional buildings and that the Committees approval of any additional building will not create a problem for any other Owner in "SCENIC VIEW ACRES, PHASE 1" Subdivision.

**Section 3.2 Subdivision of Lot.** No Lot may be divided, subdivided or separated into smaller parcels unless approved in writing by (1) the Architectural Control Committee, which approval shall be granted, if at all, in accordance with this Declaration, and (2) by Bluffdale City.

### ARTICLE IV

#### RESIDENTIAL AREA COVENANTS

**Section 4.1 Guidelines, Part A.**

1. No Lot shall be used except for residential purposes.
2. No building shall exceed two stories in height.
3. There shall be no more than two dwellings of the same style in a sequence throughout the subdivision.
4. Each dwelling must have a masonry exterior with all brick, or brick and stucco, or rock and stucco. All stucco work must include some popout detail work on all four sides.
5. All construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee. Any other materials must be approved by the Architectural Control Committee.

**Section 4.1 Guidelines, Part B.**

1. Each dwelling must have an attached garage for a minimum of 2 cars or a maximum of 3 cars. Each Lot may also have a detached garage with a maximum of 3 vehicles; provided that neither encroach upon any easement.
2. Colors of exterior material shall be approved by the Architectural Control Committee. Care should be given that each Residence complement those around it, and not detract in design, quality or appearance. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Subdivision shall be made by the Architectural Control Committee.

**Section 4.2 Dwelling, Quality and Size.** The requirements below are exclusive of open porches and garages.

**Rambler:** 1600 square feet main level.

**Multi-Level:** 1600 square feet minimum. 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.

**Two Story:** First and second floor combined to equal not less than 2000 square feet.

**Section 4.3 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 the City of Bluffdale, 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. Any Business operated out of the home, must be in strict compliance with the Zoning and Ordinances adopted by the City of Bluffdale, and may require a conditional use permit to be applied for at the City of Bluffdale.

**Section 4.4 Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage and irrigation, 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 or irrigation channels in the easements.

**Section 4.5 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 an annoyance or nuisance to the neighborhood, including excessively loud music produced by any source. No large trucks, commercial vehicles, construction, or like equipment, of any kind or type, shall be stored or parked on the road or in the front area of the home of any residential LOT in the subdivision except while engaged in transporting to or from a residence in the neighborhood. Also, no semi trucks or trailers will be allowed in the subdivision at any time, and no curb-side parking of any vehicle will be allowed in the street during winter months, overnight or for any period longer than four hours. No motor vehicles of any type shall be parked or permitted to remain on the streets or on the property unless they are in running condition, properly licensed and being regularly used. (Except antique vehicles stored in a garage.)

**Section 4.6 Location of Recreational Vehicles.** Boats, trailers, campers and motor homes may not be stored in the front yard of any LOT or in the street side yard of a corner LOT in excess of 24 hours, except that a vehicle owned by a guest of the resident may be stored in a required front yard or street side yard (on corner lots) for up to 7 consecutive days per calendar quarter. A motor home or travel trailer may be occupied by a guest or guests of the resident for up to 7 consecutive days per calendar quarter.

**Section 4.7 Temporary Structures.** No structures of a temporary character, ie, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any LOT at any time as a residence, either temporarily or permanently.

**Section 4.8 Garbage and Refuse Disposal.** No owner shall allow his or her Lot to become so physically encumbered with rubbish, unsightly debris, garbage, equipment, weed growth, or other things or materials so as to constitute an eyesore as reasonably determined by the Association. Within ten (10) days of receipt of written notification by the Association of such failure, the Owner shall be responsible to make the appropriate corrections. No LOT shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All such containers must be kept clean and in good sanitary condition. All such containers shall not be stored in the front yard. Each LOT and its abutting street are to be kept free of trash, weeds, and other refuse by LOT owner (this includes the city strip). No unsightly material, debris or other objects are to be stored on any LOT in view of the general public.

**Section 4.9 Landscaping.** All front and side yards must be landscaped within eighteen (18) months after dwelling is occupied. Rear yards must be landscaped within two (2) years of occupation of dwelling. All park strips must be kept free of weeds and planted in grass, lined with trees having a root system that is not conducive to sidewalk, curb or buried utilities damage. Trees planted in park strips shall be at least one & one half (1 1/2) or two (2) inch caliper in size and shall be purchased, planted and cared for by homeowners and their placement shall be directed by the Association. Any section of a Lot that is used for pasture must be well maintained and not over-grazed by livestock. All LOTS must be kept free of noxious weeds and must maintain a pleasant appearance. All fence lines must also be kept clean of noxious weeds. In regards to trees, no Cottonwood, Elm, Box Elder, Russian Olive, or Lombardy poplar trees will be permitted on any LOT.

**Section 4.10 Livestock and Poultry.** The only animals, livestock, or poultry raised, bred or kept on any LOT will be those permitted by Bluffdale City's ordinances. However, swine, mink, poultry, pit bulls or other vicious dogs will not be allowed under any circumstances. Commercial raising of animals or pets will not be permitted, except with the specific permission of the Committee in writing. The number of animals allowed on each lot is to conform with Bluffdale City's ordinances. LOT owners must control any flies created by their livestock, to the best of their ability. Any manure resulting from livestock must be spread or hauled away. Dogs must be kept on the LOT and are not allowed to run at large. Fences must be well maintained to insure containment of all animals. Owners shall be responsible for all damage or loss incurred by other Lot Owners or their invitee caused by animals they own. Owners will be responsible for maintaining control over animals they own at all times if such animals are taken out of the containment area. The enclosure constituting the containment area must be maintained such that the animal cannot escape therefrom. Any such containment areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. In no case may any household pet or other animal kept at or around the Residence be allowed to create a nuisance for neighboring Lot owners to noise, or otherwise.

**Section 4.11 Ownership.** This section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the LOTS. Property owners will be responsible for any and all water retention and run off from irrigation or other water sources, natural or man made, initiated at or pertaining to their property, that could affect or damage other

property or properties. Owners will not be allowed to remove, restrict, or disassemble any drainage or irrigation system put in place by declarant unless found to be defective and replaced by equal or greater system.

**Section 4.12 Irrigation Water.** Under no circumstances will the water shares or the irrigation facilities that are attached to the real properties be sold or transferred separately by owners. They are part of the property and must remain with it, solely for the purpose of ensuring the above, the City of Bluffdale shall be a party to these Covenants, Conditions and Restrictions and no water shares or irrigation facilities shall be transferred or sold without express authorization from Bluffdale City.

**Section 4.13 Commencement of Construction.** Purchaser of any LOT within this subdivision shall commence construction of a house on said LOT within three years from date fee simple title is conveyed to original purchaser. Said house shall be completed with reasonable promptness thereafter. Maximum construction time shall be one year, unless the time limit is extended in writing by the Architectural Control Committee. The Architectural Control Committee may waive or postpone these requirements if it deems necessary, for due cause with prior written consent of the Architectural Control Committee. However, if the Architectural Control Committee waives for one, it shall not constitute a waiver for any more. Each particular case will stand on its own.

**Section 4.14 Homeowners Association.** Owners will form an association that will own and govern irrigation water shares, facilities and the allocated times for individual lot owners to utilize the irrigation system. Under no circumstances will the water shares that are attached and publicly recorded with the real properties be sold separately by individual lot owners. Solely for the purpose of protecting the water shares from sale, or other form of conveyance. Bluffdale City shall have the ultimate power to veto any decision to convey shares. Bluffdale City veto authority shall only be revokable by the action of the Bluffdale City Council. The association will own irrigation water shares, and facilities (piping and valves) collectively and will govern and dictate laws governing watering turns and irrigation facilities in by-laws to be established and recorded by the Association. An annual fee (to be determined by the "Association") will be collected from each LOT owner to pay for: (1) Water share fees to the Utah Salt Lake Canal Co. (2) Miscellaneous repairs on buried irrigation lines. A three-member committee, consisting of a chairperson and two committee members will oversee the operation of the Association. The committee shall initially be appointed by the Architectural Control Committee, and future committees shall be appointed by a majority vote of the Homeowners at a yearly meeting.

**Section 4.15 Signage.** No builder, homeowner, real estate company, developer or any other company or individual shall be allowed to display any sign within said subdivision that measures larger than 2,304 square inches without the approval of the Architectural Control Committee. Any individual or company shall be limited to only one sign per LOT or homesite without the approval of the Architectural Control Committee. S K Development, Inc and S K Properties, Inc. may erect signs upon its own property as S K Development, Inc. and S K Properties, Inc. deem necessary for the operation of the subdivision, and for the sale of LOTS and/or houses within said subdivision. The Association or Architectural Control Committee may

cause all unauthorized signs be removed.

**Section 4.16 Governmental Regulations.** When a subject is covered both by this Declaration and a governmental rule, restriction or ordinance, the more restrictive requirements shall be met.

**Section 4.17 Antennas.** All television and radio antennas shall be completely erected, constructed and placed within the enclosed area of the Residence or garage on the LOT. Satellite dishes or other electronic reception devices shall be located and screened so as to not be visible from the Street of an adjacent Lot. Exceptions must first be expressly approved in writing by the Committee.

ARTICLE V

GENERAL PROVISION

**Section 5.1 Enforcement.** Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Litigation costs arising from noncompliance of these restrictive covenants will be borne by the losing party.

**Section 5.2 Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

**Section 5.3 Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) 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 or terminated by a vote of at least seventy-five percent (75%) of the total votes of all owners, which vote shall be taken at a duly called meeting. Any amendment approval shall be reduced to writing, signed, and recorded against the LOTS.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 15th day of March, 1995.

DECLARANT:


S K DEVELOPMENT, INC.

By: Steven E. Sinner  
Steven E. Sinner, President



STATE OF UTAH            )  
                                  :  
COUNTY OF SALT LAKE    )

On this 15th day of March, 1995, before me a Notary Public for the State of Utah, personally appeared **Steven E. Sinner, President of S K Development, Inc.** who executed the within instrument and acknowledged to me that he executed the same. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my Notary Seal the day and year first above written.

  
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Notary for the State of Utah  
Residing at: West Jordan, UTAH  
My Commission Expires: March 22, 1996



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