

25

6459969

Plat A

WINDY RIVER SUBDIVISION ~~NO. 1~~

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made this 11th day of Nov, 1995 by WINDY RIVER CORPORATION, a Utah corporation (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property (hereinafter the "Subdivision") situated in Salt Lake County, State of Utah, more particularly described as Plat A, Lots 1 thru 8

WHEREAS, Declarant intends that the Subdivision, and each of the lots (hereinafter collectively the "Lots" and individually a "Lot") in the Subdivision, together with the common easements and common areas as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, and reservations herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Subdivision and the Lots, that all of the Lots shall be held, sold, leased, encumbered, and otherwise conveyed subject to the following restrictions, 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 inure to the benefit of each owner thereof.

1. Architectural Control and Interpretation of Covenants. No building or structure shall be constructed, erected, placed, or 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 location with respect to the topography and finish grade elevation. No fence, wall, or hedge shall extend at any point beyond the front yard set back requirements of Riverton City. Materials used in the construction of any such fence or wall must have the prior approval of the Architectural Control Committee. Interpretation of these covenants shall be governed by the Architectural Control Committee.

2. Architectural Control Committee. The Architectural Control Committee ("ACC") is initially composed of David G. Reeves, Michael R. Martin, and Ronald E. Reeves. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as all of the Lots in the Subdivision have been completed and sold by Declarant, or at the sole determination of Declarant, whichever event occurs first, the then record owners of a majority of the Lots shall elect two (2) of the members of the ACC. The third member of the ACC shall be designated by Declarant, from time to time, as Declarant's appointee needs replacement or as desired by Declarant.

3. Architectural Control Committee Procedures. The approval or disapproval of the ACC, as required herein, shall be in writing. In the event the ACC or its designated representative fails to take written action or disapprove within fifteen (15) days after plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved.

4. Use--Construction. The Lots shall be used only for single family residential purposes. Maximum building height requirements must conform with Riverton City requirements. The ACC will not be responsible for verifying any building heights; said verification and enforcement will fall to Riverton City. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the ACC.

3K7493P60749

5. Dwelling Quality and Size. The minimum ground floor level of any private dwelling shall be not less than one thousand four hundred (1,400) square feet for a one story dwelling or two thousand (2,000) square feet for a two story dwelling with a minimum of one thousand (1,000) square feet total on the main floor, exclusive of open porches, garages, and basements. No structure shall exceed two (2) stories above the ground floor. The ground floor shall be defined as the first floor with four (4) or more feet extending above natural grade in the front of the dwelling. Two (2) car garages of not less than five hundred (500) square feet will be required for all homes unless otherwise approved by the ACC.

6. Roofing and Exterior Materials. All exterior materials utilized on dwellings and other structures shall consist of stone, brick, wood, and etc. Acrylic stucco may also be used as a siding material. No structure shall be built with less than 75% brick or stucco; unless otherwise approved by the ACC. No loghouses shall be constructed. Aluminum, steel, and vinyl siding may only be used for soffit and fascia unless otherwise approved by the ACC in writing.

7. Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks. Gravel or loose rock areas are not permitted for driveways or parking areas, but are permitted for dry landscaping.

8. Solar Equipment. Solar panels are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

9. Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they do not exceed six (6) feet in height, are screened from view, and their location is approved by the ACC. Satellite dish antennas in excess of 20 inches in diameter shall not be permitted on roofs without approval of the ACC.

10. Pools, Spas, Fountains, Gamecourts. Any desired pools, spas, fountains, and gamecourts must be approved by the ACC and shall be located to avoid impacting adjacent properties with light or sound. No gamecourt shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

11. Sheet Metal, Flashing, and Vents. All sheet metal, flashing, vents, and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

12. Mechanical Equipment. All air conditioning, heating equipment, and swamp coolers must be screened from view and insulated for sound attenuation. Air conditioning units and swamp coolers are not permitted on roofs or through windows unless screened from view and approved by the ACC.

13. Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

14. Metal Awnings. Metal awnings, metal "lean-tos," or metal patio covers shall not be permitted on any Lot if visible from the street in front of the respective Lot.

15. Exterior Colors. It is the intention that the Subdivision enhance and maintain the natural beauty of the surrounding area while still allowing architectural diversity. This would exclude the use of all bright and/or bold colors. Colors not found within these parameters may be approved by the ACC upon the determination that the architectural style is enhanced by their use.

16. Construction/Landscaping Time. The grantee or grantees of any building Lot within the Subdivision shall, within three (3) years from the purchase date of said Lot, commence construction and having commenced construction upon said Lot, shall continue therewith and have the dwelling structure upon the Lot ready for occupancy as a residence within twelve (12) months from the date construction is commenced. Landscaping of any dwelling shall be completed within the following times: (a) All front yards shall be completed within twelve (12) months after initial occupancy; and (b) all back yards shall be completed within twenty-four (24) months after the initial occupancy. For purposes of this Section 16, the "front yard" of any Lot shall be all portions of the Lot not covered by the house, garage, or driveway and on the frontage side of the wall of the house most distant from the public street; the "back yard" shall be any other portion of the Lot not covered by the house, garage, or driveway.

17. 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 (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales. None of these signs may be illuminated.

18. Oil and Mining Operations. No oil drilling, oil development operation, 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 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.

19. City Ordinances. All improvements on a Lot shall be made, constructed, and maintained, and all activities on the Lot shall be undertaken, in conformity with all laws and ordinances of Riverton City, State of Utah, which may apply, including without limitation all zoning and land use ordinances.

20. 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 Subdivision. No clothes line or storage or any articles which are unsightly in the opinion of the ACC will be permitted unless located in enclosed areas built and designed for such purposes. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot, private street, or other common areas, except that these restrictions shall not apply to emergency repairs to vehicles.

21. 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 the owner's control. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. Any droppings from household pets in any outside area shall be cleaned up immediately by the owner or owners of said household pets. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing, or confinement of any such pets shall be maintained by the owner and approved by the ACC. Any owner or other resident within the Subdivision who violates this Section shall be subject to such penalties as the ACC (or the Owners Association after it is formed pursuant to Section 32 hereof) by resolution may provide. No horses or other farm animals shall be allowed on any Lots within the Subdivision. If in the opinion of the ACC (or Owners Association) any of the aforementioned animals or pets become an annoyance, nuisance, or obnoxious to other owners within the Subdivision, the ACC (or Owners Association) may require a reduction in the number of animals or pets permitted or removal of any such animal or pet.

22. Easements. Easements for installation and maintenance of utilities, drainage facilities, and irrigation canals, and all other easements, are reserved as shown on the recorded plat, the records of the Salt Lake County Recorder, or herein set forth. No structure or improvement of any kind shall be erected over any of such easements, except with prior written approval of Declarant, its successors or assigns, and the persons for whose benefit such easements have been granted. Wherever sanitary sewer, culinary water, electricity, gas, telephone and cable television or drainage lines and/or facilities are installed within the Subdivision, the owners of any Lot served by said connections, lines, or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines, or facilities, or any portion thereof lie, to repair, replace, and generally maintain

said connections as and when the same may be necessary as set forth below. Such entry shall only be after reasonable notice to the affected Lot owner and shall be accomplished in the least intrusive manner reasonably and practicably possible. Any premises so entered by a Lot owner shall be restored by, and at the expense of, such Lot owner to as near its original condition as is reasonably possible.

23. 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.

24. Drainage. Every Lot shall have installed at the time of construction a "french drain," which is a foundation sub-drain, sufficient to divert all excess water from the foundation of the structure into the storm drain. No water from such drains shall be diverted into the Beckstead Canal located upon the property.

25. Landscaping. Trees, lawns, shrubs, or other plantings provided by the owner of each respective Lot shall be properly nurtured and maintained. Notwithstanding the foregoing, no trees, shrubs, or other plantings shall be permitted to grow to a height, or shall be so located, such that the view from the first floor of any house in the Subdivision has been obscured to the point that the highest houses at any given point on the base of the Wasatch Mountains to the east are obscured from view.

26. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping or storage place for rubbish. Trash, garbage, or other waste shall be stored only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

27. Parking. No vehicles (excluding automobiles and pickup trucks), equipment, or units of any kind, including but not limited to trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, motor homes, motorcycles, motorbikes, all terrain vehicles or other similar units and any part thereof (collectively the "Units") shall be parked and/or stored on any public street within the Subdivision for a period in excess of forty-eight (48) hours, nor shall they be parked and/or stored in any driveway on a permanent or regular basis. In no event, however, shall such Units be parked and/or stored in any area which is located between the lines created by the front of the residence upon the Lot and the facing street. No automobiles or pickup trucks shall be parked on streets in the Subdivision or on Lots (but not in garages) unless they are in running condition, properly licensed, and regularly used.

28. Motorcycles and Motorbikes. Motorcycles, motorbikes, all terrain units, and other similar units shall not be used or ridden within the Subdivision for recreational or sport purposes, except that the same may be used to transport persons to or from any residence located within the Subdivision. The purpose for this paragraph is to eliminate so called "joy-riding" within the Subdivision, to eliminate undue noise and fumes, and to promote safety therein.

29. Exterior Lights. Every Lot owner shall install upon such Lot an exterior yard light as required by the ACC and Riverton City. Street lighting will be accomplished by the special service district and each Lot owner shall pay the assessments for such lighting.

30. Maintenance of Lots. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, etc. and must be maintained in a manner as to not detract from the residential quality of the Subdivision. Sidewalks, curbs, and gutters must be kept clean, unobstructed, and in good repair.

31. Business or Commercial Activities. No commercial or business activities of any nature shall be engaged in or conducted within the Subdivision.

32. Subdivision of Lots. No owner of any Lot within the Subdivision shall at any time be permitted to subdivide any Lot into two or more sublots less in square foot area than the area of the Lot at the time of its initial purchase.

33. Voting at Meeting of Lot Owners. At any meeting or election of Lot owners, each owner shall be entitled to one (1) vote per Lot. In the event of multiple ownership of a given Lot, each owner shall cumulatively only have one (1) vote. In the event multiple record owners are unable to resolve their disagreements and act unanimously, the vote of such Lot owners shall not be accepted.

34. Term. These covenants are to run with each Lot within the Subdivision and shall be binding on all parties and all persons claiming by, through, or under them for a period of thirty (30) years from the date these covenants are recorded. Thereinafter, these covenants shall be automatically extended for a successive period of ten (10) years each unless an instrument signed by a majority of the then owners of the Lots in the Subdivision has been recorded agreeing to amend, modify, delete, or repeal any part or all of such covenants.

35. Amendments. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the owners of record on the date of such amendment. All amendments must be recorded with the County Recorder for Salt Lake County, State of Utah.

36. Enforcement. The owner or owners of any Lot or portion of the Subdivision, and/or the ACC, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation, or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin, and/or collect damages for such violation or attempted or threatened violation. Failure by the ACC, the Declarant executing these conditions, covenants and reservations or any property owner, or their legal representative, heirs, successors, or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

In the event the undersigned, the ACC, or any property owner in the Subdivision are successful in prosecuting any violation of these restrictive covenants, he may recover, in addition to any other damages, costs, and expenses of the litigation, including reasonable attorneys' fees from the party found to be in violation thereof.

Nothing contained herein shall be construed to require the ACC or the undersigned to enforce any of the provisions contained herein by commencing legal action or otherwise; and nothing contained herein shall be construed to allow any owner of any Lot in the Subdivision, their heirs, successors, or assigns, to commence suit against said committee or the undersigned.

37. Construction and Validity of Restrictions. All of said conditions, covenants, and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause, and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause, or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

38. Severability. Invalidation of any covenant set forth herein by court order shall not affect any of the remaining covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenants, Conditions, and Restrictions as of the day and year first above written.

WINDY RIVER CORPORATION, a Utah corporation,

By David M. Rivers  
Its President

6459969  
09/20/96 2:19 PM 25.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
DAVID G REEVES  
952 W 11909 S  
RIVERTON UT 84065  
REC BY: D BECKSTEAD , DEPUTY - 41

PK 7493 PB 753-A