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By Laws of
Corner Canyon Vista and "The Cove"
of Corner Canyon Homeowners' Association, Inc.
A Non-Profit Corporation of the State of Utah.

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Book - 8775 Pg - 6555-6573
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
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463 E CAROLINE DAY COVE
DRAPER UT 84020
BY: ZJM, DEPUTY - MI 19 P.

Laws of the

Pursuant to the provisions of the Utah Non-Profit Corporations Act, the Board of Trustees Corner anyon Vista andThe Cove of Corner Canyon Homeowners association, Inc. Hereby adopt the following By-laws of the Corner Canyon Vista and TheCove of Corner Canyon Homeowners' Association, Inc.

Article I

Name and Principal Office

- 1.1 Name. The name of the corporation is The Cove and Vista Homeowners' Association, Inc. (The "Association")
- 1.2 Offices. The initial office of the Association will be in Draper City, Utah.

Article II

Members and Meetings

2.1 Annual Meetings. The annual meeting of the members of the Association shall be held on the first Tuesday in April at 6:00 p.m. at the offices of the Association, beginning in the year in which the Association is incorporated. The Board of Trustees may designate some other time, date and place for the annual meeting, by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is the election of the officers and Trustees, and to consider such business that comes before the meeting such as reviewing plans that are intended on being submitted for Building permits, and other reviewal processes. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting called for that purpose or until the next annual meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.

2.2 Special meeting. Special Meetings of the Members may be called by the Board of Trustees or by the President as they see fit or by the Members of the Association representing not less than 33% of the total votes of the Association. Any notice of the Special meeting shall state bthe time, place and date of the meeting, and the matters to be considered at that meeting. When a Special Meeting is called by the members of the Association, the notice shall be in writing and delivered to the President or the Chairman of the Board.

2.3 Place of Meeting. All meetings will be held in Draper City, Utah unless the Members have authozied a meeting to be held elsewhere by written waiver.

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2.4 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 10 days prior to the meeting. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Secretary of the Association as the agent for the Member. Only one notice will be mailed on each Lot or Unit, so if there are multiple owners, they must designate one of them to receive the notice of the meeting on their behalf.

2.5 Members of Record. Upon purchasing a Lot or Unit in the Association, each owner shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the Lot or Unit. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, nor more than 60 days nor less than 10 days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date, or whose ownership is not registered with the Association until subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires his or her Membership subsequent to the record date from voting the interest of his predecessor under a written proxy.

2.6 Quorum. At any meeting of the Members, the presence of members, in person or by proxy, holding the right to cast 50% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of the re-scheduled meeting will be sent to the Members providing at least 10 days' notice of the new meeting. At any re-scheduled meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the re-convened meeting.

2.7 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the corporation. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the Membership. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.8 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each Member will be entitled to cast one vote for each Lot or Unit that he or she owns. Lots or Units with multiple owners will be entitled to only one vote for that Lot or Unit, and in the event that the multiple owners of that Lot or Unit are not able to agree on how to cast the vote, no vote will be cast. The Lot or Unit may be counted as present for purposes of calculating a quorum. If only one of the multiple owners is present at the meeting, the other owners are deemed to have consented to that owner voting the interests of the Lot or Unit. In the event of Lots or Units held subject to Trust Deeds or Mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have no right to vote; provided however that when a Lender has taken possession of any Lot or Unit, the Lender shall be deemed to have succeeded to the interest of the Trustor or Mortgagor and shall then be entitled to cast that vote.

2.9 Simple Majority. Any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.

2.10 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.11 Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if a majority of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III

Board of Trustees

3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, or by these by-laws, provided however that those powers which are specifically reserved to the Members by law or by the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or others such of its powers as are appropriately delegated.

3.2 Number and Tenure. The initial Board of Trustees is _____ members. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Immediately after the election of the first Board of Trustees by the Members, the Trustees shall, by drawing lots, divide themselves into _____ terms of two years and _____ terms of one year

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Thereafter, at each annual meeting, only those Trustees whose terms have expired will stand for election. Trustees need not be residents of the State of Utah.

3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the 90 days preceding the Annual Meeting of Members for the purpose of setting the agenda for that meeting. The Trustees may meet as often as they see fit, and as required by law or the Articles for purposes of approving annual reports, tax returns, and similar matters. Special Meetings may be called by the President or the Chairman, or by a majority of the Board by giving notice to the other Board members. Notice of Board meetings will be given in writing or by telephone not more than 15 days, and not less than 5 days prior to the date of the meeting.

3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Association.

3.5 Assessment. Assessments of the Members, as called for in the Declaration of Covenants, Conditions and Restrictions for the Corner Canyon Vista Homeowners' Association, shall be levied by the Association. The Trustees shall prepare an annual budget for presentation to the Members. The Assessment will be deemed levied when approved by a majority of the Members at the annual meeting or a special meeting called for that purpose.

3.6 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new board, or submit the matter to the Members for determination.

3.7 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending board meetings, may be reimbursed by the Association.

3.8 Resignation or Removal. Any Trustee may resign at any time. A Trustee is deemed to have resigned when he or she sells (or otherwise is divested of) his or her Unit and therefore ceases to be a Member of the Association. Any Trustee may be removed prior to the end of his or her term of office by an affirmative vote of 60% of the Members of the Association at a regular or special meeting called for that purpose.

3.9 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant terms which he or she has filled, and will stand for election at the expiration of that term.

3.10 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in a writing signed by a majority of the Board, and further provided that all of the Trustees must have been given an opportunity to approve or reject the action. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

ARTICLE IV

Officers

4.1 Number. The officers of the Association shall consist of at least a President, Vice President, and a Secretary /Treasurer. The Board may establish such other officers as it deems appropriate.

4.2 Appointment Tenure. The officers will be appointed by the Board of Trustees at their annual meeting, and all officers serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose. All officers must be Members of the Association.

4.3 Duties of the President. The President shall preside at meetings of the Board of Trustees and at meetings of Members. He shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The president shall supervise and be primarily responsible for the day to day operation of the Association's affairs, including but not limited to the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.

4.4 Duties of the Vice President. The Vice President will perform the duties of the President if he or she is not available, and shall perform such other duties as designated by the Board.

4.5 Duties of the Secretary /Treasurer. The Secretary /Treasurer is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the Association Members and the Trustees, and cause notice of any meetings to be issued as called for in these by-laws, to file annual reports, and to perform all other assignments of the Board.

4.6 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Association will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the Officers.

ARTICLE V

Indemnification

5.1 Indemnification Against Third Party Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a government agency. The indemnification shall extend to the payment of reasonable attorney's fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.2 Indemnification Against Member Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorney's fees incurred in the defense of such action, including fees for independent counsel, and payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.3 Request for Indemnification. When any Officer, Trustee or employee of the Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an officer or employee, or against a single Trustee, may vote to indemnify the officer, employee or Trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

ARTICLE VI

Purpose

6.1.a Landscape Maintenance- Park Strip on Rambling Road. The landscaping in the park strip adjacent to the Corner Canyon Subdivision along Rambling Road shall be Maintained in perpetuity by the Association.

6.1.b Landscape Maintenance- Park strip in Trail Head. The landscaping in the park strip in the Trail head, located to the east of lots 39 and 40, shall be maintained in perpetuity by the Association.

6.1.c Landscape Maintenance-Entry Monument. The landscaping in the entry Monument to the Corner Canyon Vista and The Cove Subdivision shall be maintained in perpetuity by the Association. (I didn't see the landscaping plan for this entry monument in the plans, it is in the Right of Way and will need to be approved by Public Works. I will make this a condition of approval)

6.1.d In line/ Back -lot Drainage System. The in-line/back lot drainage system that services lots 10-18, 23-25;&51-53 of the Corner Canyon Vista portion of the Neighborhood, shall be maintained in perpetuity by the Association.

6.1.e Reviewing and Maintaining Compliance. The reviewing of Architectural, Landscaping and Fencing plans will be accomplished by the Board of Trustees under the terms set forth in Article III, to ensure compliance to the protective Covenants. To ensure that the effort for continual compliance is maintained. With efforts as set forth in Article V of the Covenants.

ARTICLE VII

Funding

7.1 Funding. Each Lot owner will be assessed at the closing of the sale of their lot(s) an amount equal to \$150.00/Lot. Additionally, on the 1st day of every New Year thereafter, each Lot Owner shall pay \$150.00. Directly to the Association.

ARTICLE VIII

Amendment

8.1 Amendment. These by -laws may be amended by the Members of the Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.

Adopted this _____ day of _____, 2003.

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Ben Nelson
President

Attest:

Tiffany K. Nelson
Secretary

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**Declaration of protective Covenants and Restrictions
For Corner Canyon Vista and The Cove of Corner Canyon,
Subdivisions**

Know all men by these presents:

That whereas, the undersigned being the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Known as **Corner Canyon Vista Subdivision and The Cove of Corner Canyon Subdivision**

In consideration of the premises and as part of the general plan for improvement of the property comprising Corner Canyon Vista and The Cove Of Corner Canyon, we do hereby declare herein above described and all lots located therein, subject to the restrictions and covenants herein recited.

**ARTICLE I
RESIDENTIAL AREA COVENANTS**

1. Planned use and Building Type.

The lot shall be used for single-family residential purposes. Other permitted uses by Draper City in the Vista portion of the Subdivision include: Churches, Public Parks & Home Occupants (per section 9-17-020 of the Draper City Zoning Ordinances). Conditional uses shall include : Government Services. No Building should be erected, altered, placed, or permitted to remain on any lot other than detached single-family dwellings not to exceed two stories above street level with a private garage for not less than two and not more than four vehicles. Accessory buildings may be located on the property only if they conform with Draper City Requirements for Accessory Buildings (Per Section 9-10-040 of the Draper City Code and 9-17-020) and only if all of the following conditions are met:

- (A) The accessory building is located in the rear and at least 1 foot from dwelling of an adjacent lot.
- (B) The accessory building is to be located not less than 1 foot from any property line. (This close will require additional firewall construction)
- c) Animal Shelters must comply to city ordinances as to height, size, location and construction material. (I am not sure we regulate these for construction, other than typical accessory building requirements.) Roof and exterior material must conform to main residential requirements as described in Section 5.

2. Architectural review requirements.

A.All building plans and specifications must be reviewed and approved in advance for compliance with the covenants and restrictions. Action will be taken within 14 days. According to these Codes and Covenants in which the Lot owner must sign, the architectural review

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requirement will need to be satisfied and stamped before submitting for your building permit from Draper City. Your plans will need to have a wet ink stamp by the HBA of "The Cove" before submitting plans for permit.

B. There is to be an overall "feeling" and "vision" of the homes that exist in the "The Cove". The homes must take on an European flavor. Examples of this design term are: *French Country* *Old World* *English Tudor* * European / French Cottage*
You may be required to add some specific architectural elements by the H.O.A. to create this feeling.

3. Items that must be presented to receive approval

1. Architectural plans and Specifications
2. A sample of all exterior materials including but not limited to; Rock, Brick, Stone, Stucco and roofing materials.
3. A landscape design on your plans will need to specify where you intend to apply Concrete, Grass and Shrubs your trees will need to be specified.
4. Fencing Layout
5. Any retained areas and rock color noted
6. Example of any pavers being used
7. A signed copy of the CC&R's verifying you have read and that you will abide by them
8. A check payable to "The Cove H.O.A" for the Submittal fee totaling \$75.00
9. A check payable to "The Cove H.O.A" in the amount of \$100.00 for the address marker.
10. You may need to submit other details upon request.

4. Time for Completion.

Construction of home must begin within 2 years of the closing of the lot. Construction must be completed and have occupancy within 3 years.

5. Dwelling size and Quality

1. Lot size less than 17000 sq. feet. Finished above ground:
2200 sq. ft. for rambler or 2500 sq. ft for multi-story.
2. Lot size over 17000 sq. feet. Finished above ground:
2500 sq. ft. for rambler or 3000 sq. ft. for multi-story.

For purposes of these covenants ,bi-level, split-level and tri-level homes shall be considered as two story homes.

No Garage prominent homes. The front exterior of the garage can be no larger than 50% of the total front exterior elevation.

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6. Draper City and other approval.

Restrictions and covenants do not waive the requirement for any public agency review or permit approval process or to any other criteria other than the requirements of the Declaration and any architectural Guidelines. (See attached Corner Canyon RSD Zone, Draper City Code Section 9-17-020).

Water

The purchaser of lots in the upper pressure zone in "The Cove", which consists of lots 6-18. These lots will have an additional impact fee to WaterPro and will need to install a 40 gallon bladder tank in their home.

7. Building Location.

- (A) Building must conform to the requirements of Draper City Section 9-17-020.
- (B) For the purpose of this covenant, eaves, steps, and porches shall not be considered as 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 (some of these things are considered part of the building for setback purposes.)

8. Roofing and Exterior Materials.

- 1. Natural materials such as Stone, Cultured Stone, masonry or Stucco are required.
- 2. Aluminum, steel and Vinyl may be used for windows and Soffit and Fascia type materials only.
- 3. Acrylic Stucco may be used as a siding material
- 4. Roofing material for all homes or other structures built on any other lot shall be Cedar Shingles, tile or Architectural Grade laminated asphalt shingles (Refer to Sections 7&8 of the Corner Canyon Vista RSD Zone)
- 5. Copper accents may be approved
- 6. Wood accents may be approved
- 7. The percentage of Stone and Brick must not be less than 60% on the total exterior of your home.

9. Paving

Driveway and other paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, Brick or paving blocks. Gravel areas are not permitted. Asphalt on private driveways are not permitted.

10. Solar Equipment

Solar Panels are to be integrated into roof design. Panels and Frames must be Copper or Compatible with roof colors and all equipment must be screened from view.

11. Roof lines and Pitch

- 1. Roofs shall have a pitch of at least 8/12
- 2. All gables must have at least a 10/12 pitch
- 3. Roof lines should be varied in height and orientation

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4. Each building must have multiple roof elements. Long continuous roof areas shall not be used, unless broken liberally by dormers, gables, or other architectural elements.

12. Materials and Colors

1. Reasonable care should be taken to create an overall appealing variety of colors and styles and to reasonably space out any duplications.
2. Colors used must be native to the Hillside area and allow the buildings to blend with the ridge lines. Exterior materials on building facades shall be natural in appearance. All colors shall be medium to dark earth tones.

13. Air Conditioning

1. Central Air-Conditioning is required. No swamp coolers on rooftops or windows are permitted.
2. Care should be taken to hide all Air-Conditioning equipment.

14. Antennae.

1. Standard and customary satellite television equipment permitted.
2. No external or outside antenna towers or radio television shall be installed without approval.
3. All T.V. or radio antennae are restricted to the attic or interior of the residence. Satellite Dish antenna shall be allowed provided they are screened from street view.

15. Fire Sprinklers

4. Lots 6 through 18 are required to install automatic fire extinguishing systems in the home.

16. Pools, Spas, Fountains, Game Courts

Pools, spas, fountains, and game courts shall be permitted but shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. (Pools should also meet Draper City Requirements) Nothing herein shall be construed as permitting the construction of skateboard area and or ramps, which structures shall be prohibited.

17. Metal Awnings

Metal awnings or metal or fabric "lean tos," shall not be permitted on any lot.

18. 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. No clothes lines or storage of any articles which are unsightly will be permitted unless located in enclosed areas built and designed for that purpose. No automobiles or other vehicles are to be stored on streets or in front yards.

19. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence either temporarily or permanently.

20. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept free of trash, weeds and other refuse by lot owner. No unsightly material or objects are to be stored on any lot in view of general public.

21. Park Strip

All lots include a park strip. Lot Owners are required to landscape their park strips as outlined below. There are no exceptions.

1. Automatic sprinkling system
2. Sod or seeded grass
3. Red Sprite Flowering Pear with at least a 2" caliper to be installed every 30 feet. This shall be completed at time of occupancy. If weather prohibits completion, an escrow to be put in place for landscaping, to be held by Draper City until weather permits completion.
4. Specified Curb trees, and grass must be kept in a healthy and cared for condition.
5. If Curb tree dies it is the homeowners responsibility to replace it within 1 year. The replaced tree will need to be the approximate caliper of existing curb trees.
6. The grass and landscaping at each home will need to be kept in a "living" condition. If the Sod or Grass has "Died" it shall also be replaced within 1 year.
7. Surrounding the Curb tree a 3' radius natural color concrete curbing (grey) will need to be installed before occupancy.
8. Inside the 3' curbing a mulch or natural brown color peat moss or bark must be maintained.
9. Planted around the tree a specified rose species or other perennial must be installed in occurrence with the entire homes landscaping before occupancy. The perennial of choice will be specified by the H.O.A.
10. No Driveways, mailboxes, utility poles, or trees are allowed within the areas identified as snow storage easements as recorded on the plat.

22. Mail Boxes

All mailboxes shall be designed and constructed with Brick or Stone with a concrete cap.

23. Address Marker

Address signs will need to be installed before occupancy. A deposit of \$100.00 will need to be deposited to the H.O.A. This is the cost for an address marker. The marker is a concrete oval with each street address carved in the center. This marker will need to be installed in masonry that frames both sides of each drive approach. The masonry will need to be in accordance with each homes exterior colors and finish materials. Each can be designed to compliment the home it marks. A Sketch of the design will need to accompany the request for your concrete marker. We would like each design to be between 3-5 feet in height and approx. 4 - 20 feet in width with at least a 12" depth. Each lot owner is encouraged to add lights and other details as necessary to create a warm and inviting entry to their driveway and approaching sidewalks. After delivery of concrete marker the Lot owner will maintain all responsibility to keep mailbox and markers in good condition. If they become broken for any reason, Lot owner will need to replace at their own expense.

Any Mailbox or Marker broken will need to be replaced within 60 days.

24. Landscaping Requirements

1. Landscaping will need to be completed at time of occupancy. If weather prohibits completion, an escrow to be put in place for landscaping, to be held by Draper City until weather prohibits completion.
2. Rear Yard must be completed within 1 year of Occupancy, The Association may assess a fine in the amount of \$100.00 per month until rear yard is landscaped in accordance with these codes and covenants.
3. Sod is to be installed in entire front yard with the exception of drive and flower area.
4. Front yard to have 2" caliper trees.
5. Fencing shall not extend into front yard
6. No shedding type trees such as Elm, Russian olive, globe willow, corkscrew willow, or cotton wood trees that shed. When planting trees care should be taken to plant trees according to there maturing size.
Some of the trees encouraged are Autumn purple ash, Lindens, Red Sprite Flowering Pear and Aristocrat Pear.
Alpine Spruce or other "thin" pine trees are also encouraged.
7. It has been recommended that in "The Cove", homeowners should use drip systems for plants and trees wherever possible. When watering grass areas, precaution should be taken to not over saturate the soil.
8. If any retaining is needed on natural elevations it is the duty of the lower Homeowner affected. Unless it has been "built-up" by the Higher Homeowner. In this case it is the higher Homeowners responsibility to retain the "built-up" portion with the same rock.
Only Natural Rock Retaining is allowed.
A sample of your retaining rock must be submitted with your plans and a color noted on your landscaping plan.
Rocks containing color mixtures of Brown, Tan, Toupe, and Purple will be approved for retaining.

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Every retaining wall must blend in color and size and be uniform to keep the same feeling and flavor in The Cove.

No “Red/Orange Rock”, Granite, or any other rock not in colors noted, Key Stone, cement or wood retaining is permitted.

8. Lot owner accepts the sidewalk, curb & gutter in a “as is” condition

25. Signs

No sign of any kind shall be displayed in public view longer than 14 days with the exception of one professional sign of a conventional size in accordance with Draper City sign Ordinances, to advertise the property for sale or for rent.

26. Gardens

Customary “rowed” Vegetable gardens in the front yard are not permitted. Gardens in the backyard are permitted.

27. Recreation Vehicles

No boats, Trailer, large Trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked in a side yard less than 10 feet in width.

Any “R.V. pads” must be set back from the front of the house by at least 5 feet. When the R.V. is stored it can not extend past the front of the home.

A surround of landscaping at least 3' in depth will need to surround the R.V. so that not more than 1 side is visible to the street.

A Canvas or other cover is required to camouflage the R.V.

28. Decks and railings

1. All decks elevated more than 5 feet higher than finish grade must have a soffit and fascia applied to the underside of the deck so that the unfinished deck materials are not seen.

2. All railings on decks and porches and any other exterior rails must be of black wrought iron or precast concrete balusters .

3. No wood, vinyl or other type of rail is permitted.

29. Building Restrictions

1. Stepping. Building foundations and building sites should be stepped into the hillside where practical. Exposed foundation all should not exceed (4) four feet above finish grade at any point.

2. No clearing, grubbing, building, construction, or fencing is allowed within the area of non-disturbance as shown on the plat.

3. Site Layout. Staggering setbacks between 20 feet and 30 feet or more are encouraged so as to break up street screen.

4. Massing. Massing is defined as the combination of different architectural forms to create a more diverse and interesting design. Massing shall be employed to create a varied, three dimensional appearance (Flat rectangular buildings are not allowed).

30. Animals and Pets

Dogs, cats or other animals 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 owner's control. Whenever a pet is allowed to leave the Lot, it shall be kept on a leash or in a cage. 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 owner. Any owner or other resident within the development who violates this section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

31. Fencing

1. Black wrought Iron fencing will be the only fencing permitted that is in the public view.
2. In lots that back open space that are not in public view (such as areas immersed in scrub oak) a different type of fencing may be approved to keep out small animals and pests, this will need to be submitted to the H.O.A and approved.
3. No chainlink, vinyl or wood fences in public view areas will be permitted.
4. The maximum fence height is 6' from finish grade. Fencing is not allowed within any area of non-disturbance as shown on recorded subdivision plat.
5. All fencing layouts and materials will need to be approved by the committee and be in accordance with Draper City Codes.
6. Lots 13 and 14 shall not construct a visually obscuring fence adjacent to the trail access point.

32. Subdivision of Lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots less in square footage area than the area of the lot at the time of initial purchase.

33. Misc. Provisions.

- All structures in The Cove must meet the design guidelines of South Mountain planned unit development as amended on 12-28-99
- . The declaration of covenants shall be enforceable to all lot owners and their respective legal representatives, heirs, successors and assigns until Dec 31 of 2033.
 - . The Covenants may be amended and or terminated in their entirety by an instrument signed by not less than 75% of the lot owners entitled to vote.
 - . Corner lots may require special positioning of the homes to accommodate the best possible fence design for the project.

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. A nominal yearly fee of \$150.00 (equaling \$12.50 per month) will be imposed to care for common areas such as trails, entrances, street and landscaping or other H.O.A issues that might arise, such as enforcing the Codes, Covenants and Restrictions. The first yearly fee will be due at the time that each owner closes on their lots. April 1st will be the annual date that fee's we need to be paid. If Fee is later than 10 days a fee of collection in the amount of \$50.00 per month will be assessed.

A submittal Fee of \$75.00 will need to be paid upon submittal of Plans for approval from H.O.A The Cove H.O.A and it's members retain all rights to enforce these Codes Covenants and restrictions by any legal means necessary. Any and all legal fee's that are required to enforce these Codes, Covenants and restrictions will be paid by the owner that is not abiding by such. As owner signs this agreement he or she is agreeing to abide by all of said Codes, Covenants and Restrictions as set forth above this 20th day of February 2003.

Geotechnical Requirements for The Cove

This property is located on a historic landslide area. All possible measures have been performed to satisfy and to verify that this area is safe and a suitable area to build. The Utah Geological Survey, Salt Lake County Geologists, and I.G.E.S. directed and \or performed the measures and tests necessary to assure that this area is safe. A study report is available for your review at the H.O.A. Due to the location being near the historic landslide area, all lot owners will be required to have a written certification by a licensed geotechnical engineer verifying that the lot is build able, and occupancy will only be allowed upon completion of any mitigation measures suggested by said geotechnical engineer. We recommend that all lot owners contact I.G.E.S., Hiram Alba to perform these tests. 801-521-1800. Similar tests are required at Hickory Ridge, Steeplechase and other surrounding developments.

Questions or concerns contact Tiffany Nelson, H.O.A. spokesperson at 523-0840.

I certify that I have read and agree to follow all the CC&R's that are outlined above.

Lot # _____ Printed Name _____

Date _____ Signed Name _____

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Article II Easements

1. For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. 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 easement. 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.
2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television line or drainage facilities are installed within the subject property, 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 therefore, 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 connection, lines or facilities, or any portions thereof lie, to repair, replace and generally maintain said connections as and when and the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original as is reasonably possible.
3. Sewer and Water laterals are stubbed to each property. All residence must locate and verify depth of sewer prior to the commencement of construction.

Article III

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Duration, Enforcement, and Amendment

- 1. Duration of Restrictions. These covenants are to run with the land and shall be binding on all parties and to all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.
- 2. Enforcement. The owner or owners of any portion of the subject property, shall be entitled to prosecute any preceding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the CCR's contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by any property owner or their legal representative, heirs, successors or assigns to enforce any of said CCR's 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 witness whereof, the undersigned has executed these covenants and restrictions the 7 day of April, 2003.
 Stone Bridge Building Consultants, L.L.C.

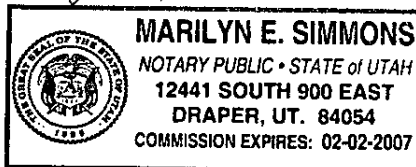
By: Bruce Nelson
 Date: 4-7-03

State of Utah)
 County of Salt Lake)

On this 7th day of April, 2003, personally appeared before me Bruce E Nelson Jr., Duly sworn did say, for himself, that he is the acting in behalf of Stone Bridge Building Consultants L.L.C., a Utah Limited Liability Company and that the within and forgoing instrument was signed on behalf of said Limited Liability Company by authority of its articles or organization and he dually acknowledged to me that said Limited Liability Company executed the same.

My Commission expires:
 Notary Public-Residing in
 Salt Lake County, Utah

Marilyn E. Simmons



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