

Protective Covenants Shadow Crest Estates Phase 1

The undersigned, Neighborhood Nonprofit Housing Corporation, a Utah Corporation, being owners of that certain real property in Cache County, State of Utah, more particularly described as:

All of Shadow Crest Estates Phase 1, filed June 5, 2006 as filing number 917904, in the office of the recorder of Cache County, Utah do hereby make this Declaration of Protective Covenants, Agreements, Controls and Conditions as follows:

A. GENERAL TERMS

Mutual and Reciprocal Benefits, etc.

All of said controls, conditions, covenants, and agreements shall be made for the direct, mutual and reciprocal benefit of each and every lot created on above described property and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property, and to create reciprocal rights and obligations between the respective owners of all lots so created and to create a private contract and estate between the grantees of said lots, their heirs, to the benefit of all other lots in said tract.

Terms of Controls

Each and all of said controls, conditions, covenants and agreements shall continue in full force and effect and be binding until the 1st day of January, 2030, upon which date same shall be automatically continued for successive periods of ten years each, unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with the same; provided, however, that any time after January 1, 2028 these controls, conditions, covenants, and agreements may be altered or modified by the vote of the then record owners of a majority of the property. In voting, each lot owner of record shall be entitled to one vote, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the county Recorder's Office of the County of Cache, State of Utah.

B. SHADOW CREST ESTATES PHASE 1 ARCHITECTURAL REVIEW COMMITTEE

Purpose

The undersigned shall appoint a volunteer Shadow Crest Architectural Review Committee (hereafter referred to as SC-ARC 1), which shall consist of a minimum of two property owners and one agent of Neighborhood Nonprofit Housing Corporation. The function of SC-ARC 1 will be to review and approve improvement plans of owners, consistent with the intent of the improvement covenants. No structures, residence, outbuilding, tennis court, swimming pool, fence or other improvements shall be constructed upon any lot without following the SC-ARC 1 review process as outlined below. SC-ARC 1 will stay in existence until a residence has been built upon all lots. At such a time, undersigned, their successors and assigns and the assigned agents of Shadow Crest Estates will be released from further involvement with SC-ARC 1. The lot owners shall create a new committee by majority vote in which each lot owner of record shall be entitled to one vote, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of the County of Cache, State of Utah. The new committee shall consist of lot owners or their agents as directed by majority vote of the lot owners.

Preliminary Submission of Improvements

This submission to SC-ARC 1 is not required but is highly recommended because it could save time and expense in the long run for all parties involved. This submission should be a rough layout drawn to scale, showing proposed improvements, including but not limited to building design and location, driveways, walks and paths, outbuildings, and patios. The architecture at this state should be conceptual, showing elevations and floor plans with basic dimensions. Information as to colors and materials to be used should also be included. If the proposed

improvements are not satisfactory to SC-ARC 1, a meeting with the owner and/or his designer will be called to discuss possible changes for the final submission.

Final Submission (prior to construction)

This submission is required and must be a detailed site plan of proposed improvements. A set of house plans/drawings must be submitted to SC-ARC 1 for signature approval along with a site plan drawn to scale as outlined below.

If no action is taken by SC-ARC 1 within Ten (10) days of the date of the final submission, the owners will have the right to proceed with construction as proposed, providing they notify SC-ARC 1 of their intent in writing.

SC-ARC 1's Right To Stop Construction

SC-ARC 1 reserves the right to stop construction on any residence work that does not conform to approved drawings bearing its approval or is constructed from drawings that have not passed through SC-ARC 1's review process.

C. GENERAL CONTROLS

Maintenance of Lot

Building, outbuildings, fences, landscaping and other improvements shall be continuously maintained to preserve a well-kept appearance. Any vegetated or re-vegetated landscaped areas shall be watered adequately and kept free of undesirable weeds and clean of debris. Driveways and walks shall be kept clean. If the appearance of a property falls below reasonable levels determined by the majority of lot owners, the owner shall have 30 days after written notice to restore the property to an acceptable level of maintenance. Should the owner fail to do so, SC-ARC 1 may order the necessary work performed at the owner's expense.

Zoning

All requirements of the Nibley City Zoning Ordinance, as adopted for properties zoned R2-A, apply to the Property along with all of the additional restrictions outlined in these Protective Covenants.

Non-residential Use

No part of the Property shall be used for any commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes except for limited home occupations not involving the generation of significant traffic due to patrons or delivery vehicles and in compliance with city ordinances. Home occupations shall be allowed only with the specific written approval of SBARC 2, which approval may contain reasonable conditions and/or restrictions on such use.

Quiet Enjoyment No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Property, nor will anything be done thereon which 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 or which shall in any way increase the rate of insurance.

Animals No animals of any kind shall be raised, bred or kept on any Lot, except that cats or dogs or other quiet household pets may be kept on the Lots, provided that they are not kept, bred or maintained for any commercial purpose. No more than two cats, two dogs, and three total animals shall be allowed. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise or otherwise, to Lot Owners. All dogs must be kept on a leash in the public park and shall be maintained in an SBARC 2 approved fenced or screened area. Residents shall comply with city animal control ordinances.

Signs

No signs (i.e. neon) shall be displayed on any of said lots except a sign not exceeding 36 x 36 inches advertising the fact that said parcel or said dwelling house is for sale.

Exterior Lighting No lights of a high intensity nature (i.e. mercury vapor, sodium vapor, etc.) shall be used in the residential area. No direct incandescent lighting shall be permitted. All exterior lighting shall be muted or shielded from direct view to provide indirect or reflected light. All exterior lighting shall be submitted for approval with the SC-ARC 1 unless installed by Neighborhood Nonprofit Housing Corporation.

Excavating

No excavation for stone, gravel or earth shall be made on said property, unless such excavation is made in connection with the erection of a home or structure thereon.

Rubbish Control

All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, wood piles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining Lots. All residents and building contractors, or subcontractors shall ensure their family members, guests, licensees and invitees respect the property rights of adjacent landowners and do not permit trespass or permit rubbish to blow onto or accumulate on said adjacent landowner's property.

Repair and Storage of Personal Property

No owner of a lot shall repair or restore within public view from the street, any motor vehicle, boat, recreational vehicle, snowmobile, trailer or other vehicle except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility. No automobiles or trucks are to be stored on streets or in front of homes unless they are in running condition, properly licensed, and are being regularly used. All RVs, including but not limited to, trailers, boats, 4-wheelers, and snowmobiles are to be stored on the side or rear of homes.

Easements

Such easements and rights of way shall be reserved to the undersigned, it's successors and assigns, in and over said real property, for the erection, construction and maintenance and operation therein or thereon of drainage pipes, conduits, wires and other means of conveying to or from lots in said tract, gas, electricity, water, telephone, cable TV, sewage and other things for convenience to the owners of lots in said tract, as may be shown on said plat map. The undersigned, its successors and assigns, shall have the right to reserve any further necessary easements for said purpose in contracts and deeds, to any or all of the lots shown on said map. No structure of any kind shall be erected over any of such easement, except upon written permissions of the undersigned, their successors or assigns.

Exception for Undersigned

For the seven-year period following the date on which this Declaration filed for record in the office of the County Recorder of Cache County, Utah, Undersigned shall have the right to use any Lot or Living Unit owned or leased by it and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by Undersigned. Undersigned may also conduct collateral business activity on the Project.

D. IMPROVEMENT CONTROLS

Ent 919149 Bk 1411 Pg 1618

Type of Structures

No building other than one single-family dwelling house and appropriate outbuildings as defined by the Nibley City Zoning Regulations shall be erected on any of said lots, nor shall any house be constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outbuilding. No towers (i.e. ham radio, TV antenna) or like structures which are visible from the street will be allowed.

Building Location

All lots in Shadow Crest Subdivision Phase 1 shall be subject to Nibley City Zoning and Subdivision Ordinances. The development and improvements of all lots therein shall be in compliance therewith including building setbacks, easements, right of ways, grade and elevation of construction, streets, sidewalks, and curb and gutters.

Specifications

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet finished or not less than 1500 square feet finished in the case of a structure without a basement. No residence shall be erected on said premises which shall have a roof with less than a 5/12 pitch made of gable or hip construction and all gabled and hip roofs shall be covered with shingles of wood, asphalt or composition or with slate or tile. Roof overhang shall not be less than 12 inches on all sides. A minimum two car garage is required and the garage or other outbuilding on any lot shall be of construction and architectural type similar to the residence thereon. No new building or structure shall or will exceed two storied above ground. Driveways and parking areas shall consist of concrete, brick or asphalt construction. No dirt or gravel driveways are permitted.

Exterior Colors/Materials

To conform to and harmonize with existing surroundings and structures, all major exterior wall surfaces shall be done in earth tones. Bright yellows, reds, oranges, purples, greens and blues shall not be permitted. No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said tract unless the same shall be covered over upon all its outside walls with stucco, weatherboard, brick, stone, vinyl or aluminum siding or other veneer material. No "log" construction or geodesic domes are allowed. The front exterior must contain at least one third brick or rock in addition to the exterior material above. Alternate materials may be used when approved by SC-ARC 1.

Fencing

Fencing must be done in accordance with Nibley City requirements. Any variances issued by Nibley City must also be approved by SC-ARC 1. Once a fence is started, it must be completed within 90 days.

Landscaping

When any building shall be constructed upon any portion of said lands and premises, the owner of the portion of the land on which such building is constructed shall cause that portion of said land owned by him and lying between the building and the street across the entire frontage to be seeded and suitably planted, in grass, groundcover or flowerbeds, including at least one tree. The seeding and planting is to be completed within the calendar year of occupancy, weather permitting, or as soon as weather permits. In any case, said seeding and planting shall be completed within eighteen (18) months of completion of said structure. Lot owners shall also control the growth of weed on the lot or any portion thereof not covered by finished structure, concrete, asphalt or landscaping. An adjacent landowner may make a written request to SC-ARC 1 requesting completion of a neighbor's landscaping, whereupon the landscaping must be completed within a year of the written request.

Sewer Connections

The actual depth of the sewer line must be determined by the lot owner or contractor prior to building on a lot. This can only be determined by physically locating the sewer line. No changes in the depth of the sewer line from the street will be allowed without permission from SC-ARC 1. If permission is granted to change the depth of the sewer line from the street, all the costs for this change will be paid by the lot owner.

Diligence in Construction of Improvements

Once the construction of any residence or other structures other than fencing is begun, work thereon must progress diligently and must be completed within twelve (12) months. Building lots shall have a building permit approved within twenty-four (24) months from the time the lot is purchased from the developers (Grantors).

Exceptions

Exceptions to the above controls will be expressly discouraged. No exceptions may be made without the written approval from SC-ARC 1.

Ent 919149 Bk 1411 Pg 1619

E. VIOLATION, ACCEPTANCE, AND INVALIDITY OF CONTROLS

Violation of Controls; Penalties

Violation of any of the controls, conditions, covenants, or agreements herein contained, shall give the undersigned, its successors and assigns, the right to enter upon the property, upon or as to which said violation or breach exists,

and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provision hereof, without being deemed guilty of trespass. The result of any action or omission whereby any controls, conditions, covenants or agreements is violated, in whole or in part is thereby declared to be and constitutes a nuisance, either public or private, shall be applicable against such result. Such a remedy shall be deemed cumulative and not exclusive. These restrictions and reservations are made for the benefit of any and all persons, who now may own, or any lot hereafter own, any lot in the property, and such persons are specifically given the right to enforce these restrictions and reservations. Said Grantor and every person hereinafter having any right, title, or interest in any lot in said subdivision shall have the right to prevent or stop violation of any of said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation.

Acceptance of Controls

All purchasers of property describe above shall, by acceptance of contracts of deed for any lot or lots shown thereon, or any portion thereof thereby conclusively deemed to have consented and agreed to all controls, conditions, covenants, and agreement set forth herein, and agree to follow these covenants fully without delay.

Invalidity

It is expressly agreed that in the event any covenant or condition or control herein above contained, of any portion hereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or control.

DATED 6-19-06

BY Kim C. Datwyler

State of Utah

County of Cache

I, Melody Glead, a Notary Public, do hereby certify that on this 19 day of June, of 2006 personally appeared before me, Kim C. Datwyler, who being by me first duly sworn, declared that she is the Executive Director of Neighborhood Nonprofit Housing Corporation, and that she signed the foregoing document as Executive Director of said corporation, and that the statements contained therein are true.

Melody Glead
Notary Public

My commission expires: Nov. 18, 2009
Residing at: 185 E 200 S.
Smithfield, UT

