

**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF
THE SCENIC COVE ESTATES PHASE I
SUBDIVISION**

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2/4/2005 8:14:00 AM \$35.00
Book - 9091 Pg - 2957-2961
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

This Declaration is made this 1st day of February 2005 by Scenic Development, Inc., a Utah Corporation, herein after referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property hereinafter referred to as the "Lots" in Riverton City, Salt Lake County, State of Utah, more particularly described as follows:

All of the Lots in The Scenic Cove Estates Phase I, is in accordance to the official plat thereof filed with Salt lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the common Easements as specified herein, shall hereafter be subject to the covenants, conditions, 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, 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 benefit of each owner thereof.

**ARTICLE I
ARCHITECTURAL CONTROL**

SECTION 1. The Architectural Control Committee hereinafter referred to as the "ACC" shall be composed of the President of Scenic Development, Inc. and other committee members as appointed by Scenic Development, Inc.. 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 shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. Prior to the Lot Owner obtaining any building permit from Riverton City, The ACC's approval is necessary. The approval or disapproval, as required in these covenants, shall be in writing. The owner must submit a set of formal plans, specifications, and site plan to the ACC before the review process can commence which plans will be dated at the time of receipt. In the event the ACC, or its designated representative(s), fail to approve or disapprove submitted plans within 30 days after plans and specifications have been received and dated by the ACC, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the project, nor shall any exterior addition or change of alteration therein be made until the plans and

specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the ACC.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. RESIDENCES. No residence shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and private garages for not more than four vehicles. All construction shall be comprised of new materials, except used brick and rock may be used with prior written approval of the ACC. Owner will be required to have residence constructed within 18 months of lot closing.

SECTION 2. QUALITY AND DWELLING SIZE. No prefabricated or manufactured homes will be allowed. Each dwelling must have an attached garage for a minimum of 2 cars. Each dwelling must have an exterior covered with all brick, rock, or stucco, or a combination of brick, rock, or stucco, and aluminum soffit and fascia as approved by the ACC. No dwelling shall exceed 75% stucco. Finished square footage shall not include open porches and garages. Each dwelling must have a brick or rock mailbox. Finished square footage minimums as follows;

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|--------------|--|
| Rambler> | The main level floor area shall be a minimum of 1,500 Sq. Ft. finished. |
| Two-story> | The main level floor area shall be a minimum of 1,300 Sq. Ft. finished and the second level floor area must be at least 600 square feet. However, if the main level floor area is 1,500 Sq. Ft. finished, there shall be no minimum requirement for the second level floor area. |
| Multi-level> | The main level and upper level floor area shall be a minimum of 1,500 Sq. Ft. finished. <i>(Family room, half bath and laundry room behind garage shall not be counted as finished Sq. footage).</i> |

SECTION 3. OUTBUILDINGS. Any and all outbuildings must be approved by the ACC prior to Riverton City issuing a building permit. The exterior of all out buildings must match the exterior design of the adjoining dwelling.

SECTION 4. FENCING. Any fencing installed must be a non-maintenance type and must be approved by the Architectural Committee and must meet Riverton City's height and setback requirements. No chain link or wood fences of any type are allowed.

SECTION 5. 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 Riverton City, 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 Riverton, and may require a conditional use permit to be applied for at Riverton City.

SECTION 6. EASEMENTS. Easements for installations and maintenance of utilities, drainage and irrigation 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 on or around said easement which may damage or interfere with the installation and maintenance of utilities, drainage and irrigation, or which may change the direction, obstruct or retard the flow of storm drainage or irrigation water in the buried utility lines or open channels within said easements. These easements may be used by Declarant or other utility companies to provide services to other properties other than Scenic Cove I Estates.

SECTION 7. 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 commercial vehicles shall be parked on the road or in front of the home, but must be kept in a garage on the property. No repairs to vehicles to be done on driveways or on the road—must be done in a garage. 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 which may pose as a safety concern for (*children playing near or around a parked vehicle*) or a maintenance issue (*i.e. snow removal etc.*).

SECTION 8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 9. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. 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. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public, including (but not limited to) old vehicles.

SECTION 10. LANDSCAPING. All front and side yards must be landscaped within one (1) year after dwelling is occupied. Rear yards must be landscaped within two (2) years of occupation of dwelling. All park strips must be planted in grass and trees (*type and size shall be specified by the ACC*). Trees must be planted every 40' and, will be purchased by Declarant from funds escrowed at closing as specified in Article II Section 13. Once trees are purchased and delivered by Declarant, the Homeowner agrees to plant said trees within 48 hours. Homeowner agrees not to remove or relocate trees in the park strip. If any tree in park strip dies for any reason, the Homeowner agrees to purchase a replacement tree of equal size and type within 30 days. All Lots and contiguous fence lines must be kept free of noxious weeds and must maintain a pleasant appearance.

SECTION 11. LIVESTOCK and POULTRY. No livestock or poultry shall be allowed on any lots.

SECTION 12. 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 13. ADDITIONAL DEPOSITS: At the closing of each lot, The Lot Owner will need to deposit **\$1,500.00** with Declarant for *The warranty escrow* which is to cover any costs associated with damage caused by the Lot Owner to improvements that Declarant has installed (*i.e. curb and gutter, sidewalk, meter*

and valve boxes etc.) during the construction of personal dwelling or landscaping of lot during the warranty period of the subdivision. Once the warranty period has expired with Riverton City and no repairs are necessary on Lot Owner's property, and the Lot Owner's landscaping is complete (*as specified in Section 11 above*) whichever occurs last, the \$1,500.00 deposit will be returned to the Lot Owner. However, if the Lot Owner has not complied with other terms of the Covenants, Conditions and Restrictions (CCR's) as contained herein, the \$1,500.00 deposit will be retained until such time as the Lot Owner complies with said CCR's. Lot Owner will also need to deposit a **Landscape Fee of \$150.00** for every 40' of lot frontage (*rounded up*) for trees to be planted in the parkstrip as outlined in Article II Section 10. For example, if a lot has 90' of frontage, then the Landscape fee will be \$450.00 ($100 / 40 = 2.25$)

ARTICLE II GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Any member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by any member to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Litigation costs arising from non-compliance of these restrictive covenants will be borne by the losing party.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force effect.

SECTION 3. CARRYOVER. By agreeing to be bound by all of the provisions of these covenants and restrictions as contained herein. The property owner does also hereby agree that they will be responsible to carryover to any sale, gift, pass through to heirs, divorce or exchange of any kind of the property, these covenants and restrictions, and will not be released from their covenants, restrictions or any financial obligation agreed to herein until the new property owner has signed and agreed to these same covenants and restrictions.

SECTION 4. 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 approved amendment shall be reduced to writing, signed, and recorded against the Lots at the Salt Lake County recorders office and Riverton City.

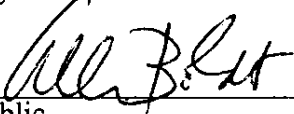
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 1st day of February, 2005.

DECLARANT
Scenic Development, Inc.

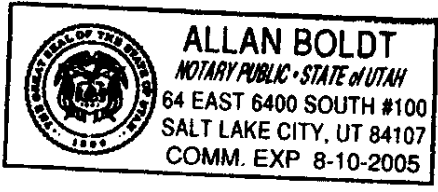

Kim Rindlisbacher, President

STATE OF UTAH)
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COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3rd day of February, 2005 by KIM RINDLISBACHER the Manager of SCENIC HOLDINGS, LLC, a Utah limited liability company, who duly acknowledged to me that it was executed by authority.



Notary Public



- Tax Parcel Nos:
- | | |
|---------------|---------------|
| 27-30-201-009 | 27-30-202-032 |
| 27-30-201-010 | 27-30-203-001 |
| 27-30-201-011 | 27-30-203-002 |
| 27-30-201-012 | 27-30-203-003 |
| 27-30-202-027 | 27-30-203-004 |
| 27-30-202-028 | 27-30-203-005 |
| 27-30-202-029 | 27-30-203-006 |
| 27-30-202-030 | 27-30-203-007 |
| 27-30-202-031 | 27-30-203-008 |