

Robert Nelson Construction, LLC CCR's Loafer Shadow – Salem, Utah

When recorded, mail to:
Robert Nelson Construction, LLC
Robert C. Nelson
P.O. Box 904
Salem, UT 84653

ENT 67044:2000 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Aug 25 3:27 pm FEE 45.00 BY JW
RECORDED FOR NELSON, ROBERT

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, CONDITIONS AND RESTRICTIONS AFFECTING LOAFER SHADOW SUBDIVISION (PLAT A)

KNOW ALL MEN BY THESE PRESENTS:

That Robert Nelson Construction, LLC is the owner of the following described property located in Salem, County of Utah, State of Utah (the "Property"):

All of Lots 1-24, Loafer Shadow Subdivision, Plat "A", Salem, Utah, according to the official plat thereof on file in the Office of the Utah County Recorder.

That it is the developer's desire to restrict the use to which the Property is put, and for this purpose executes these covenants and building restrictions:

That the Property covered by said covenants has been platted and is designated and known as Loafer Shadow, Plat "A", (the subdivision), that a plat thereof was accepted by Salem City Council and the Mayor of Salem City and has been recorded in the office of the County Recorder of Utah County.

That Robert Nelson Construction, LLC is the sole owner of all the land located in Plat "A", excepted the portion thereof dedicated as public streets.

NOW THEREFORE, all of the lots shown on the Subdivision plat of the Loafer Shadow are held and shall be conveyed subject of the restrictions and covenants hereinafter set forth, and all persons and corporations who hereafter own or have any interest in any agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty (20) years from the date of recording: provided, however, that said restrictions and covenants shall be renewed and automatically continue thereafter for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

1 DWELLING QUALITY AND SIZE:

- 1.1 All of the lots shown on said Subdivision plat will be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two stories in height, in addition to a basement and private garage for not less than two (2) cars. Carports will not be allowed.
- 1.2 For a single-story dwelling, the finished area above grade will not be less than One Thousand Two Hundred (1200) square feet, exclusive of open porches and garages. All

ramblers must have a minimum of a 6/12-pitch roof, including moderate income homes, unless approved in advance by the Architectural Control Committee.

- 1.3 For a two-story dwelling, the finished area above grade will be not less than 1000 square feet on the main level and 400 square feet on the upper level exclusive of open porches and garages. Height cannot exceed more than 35 feet from finish grade to the peak of the roof unless approved by the Architectural Control Committee.
- 1.4 Four (4) Level Splits and Split Entry's (Bi-Levels), will be permitted provided that living area space (i.e., bedrooms, living/family rooms, kitchen) will not be less than One Thousand Three Hundred (1300) square feet, exclusive of open porches and garages.
- 1.5 OTHER STYLES OF HOMES: No modular homes, round homes, octagon homes, pre-fab homes, or pre-built homes, all-wood homes, all-aluminum homes, log homes, mobile homes, steel homes, concrete homes or any other type or homes of this nature shall not be built or erected in this Subdivision. No solar homes can be built unless approved by the Architectural Control Committee.
- 1.6 All structures shall have, at a minimum, brick or rock wainscoting on the front and side facing; wainscoting must be at least 36" above foundation. The balance of the exterior shall consist of brick, stucco, aluminum or vinyl siding. The houses can be full stucco but must be approved by the Architectural Control Committee. The Architectural Control Committee must approve all exterior color schemes and the preference of the Committee will be to utilize earth-tone color schemes and low maintenance exterior materials.
- 1.7 Building lots # 6,9,14 and 21 have been designated for the moderate income housing program set up by Salem City. All lots in this program must follow the standards set up in the ordinance number 011900 and number 61798. However, the standard has been set that no carports will be allowed. All houses must have 2 car garages.
- 1.8 Any deviation from or modification of this paragraph 1 shall be by way of unanimous consent of the Developer and a body of property owners in the Subdivision, duly nominated and elected to serve as further set forth herein (hereafter, the "Committee" - see Article 6).

2 SPECIFICATIONS:

- 2.1 To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and must be approved by the Committee in advance of the commencement of construction. All designs must be approved by the Committee.
- 2.2 Easements for installation and maintenance of utilities are reserved as noted on the recorded map. Within these easements no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible.

- 2.3 All set backs shall conform to Salem City requirements, with the additional requirement that the minimum front yard setback shall be not less than 30 feet, with a side yard setback not less than 10 feet (both sides) and a back yard setback of 10 feet without an approval. With corner lots, the front setback shall be 30 feet, the side yard next to the other street shall be 30 feet, and the other side yard must be at least 10 feet, according to city code. On interior lots the side yard must be at least 10 feet on each side and a total of 20 feet on both sides.
- 2.4 All plans and specifications for any structure or improvement whatsoever to be erected on or moved onto any lot, and the proposed location on the lot or lots, the construction material, the roofs, and exterior color schemes, any later changes or additions after initial approval has been given thereof, and remodeling reconstruction, and alterations thereto on any lot shall be subject to and shall require the approval of the Committee in writing before any work is commenced. Two (2) complete sets of plans and specifications shall be delivered to the Committee together with proof of approval from governmental agencies involved for any and all proposed improvements. No altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location of slopes and elevation of the building on the lot, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof.
- 2.4.1 When plans are submitted, the Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof; the plans and specifications shall be deemed approved should the Committee fail to respond within said fifteen (15) day period. One (1) set of said plans and specifications with the Committee's approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall have the right to disapprove any plans, the same are not in accordance with all of the provisions of this Declaration; or if the design or color scheme of the proposed buildings or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; or if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any one of the property owners of the Subdivision. The decision of the Committee shall be final, subject to VETO by a two-thirds vote by all the property owners, based on one vote per developer and one vote per platted and recorded lot.
- 2.4.2 The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such plans and specification.
- 2.4.3 No improvements shall be built unless they conform to all laws, ordinances, and

requirements of the Federal, State and local governing authorities.

3 MAINTENANCE:

- 3.1 All builders are required to use a dumpster or trash trailer in which to place all refuse. Said dumpster must be on site at the beginning of the framing process. OR, said contractors must pay to the Committee a \$400.00 deposit against the cleanup process. If a contractor does not cleanup all refuse within one week after the closing of the long-term loan, then the deposit will be used for that purpose. Additional costs will be billed to said contractor(s). Said funds will be released after inspection. Provisions for cold weather are as follows: The property shall be cleaned within a reasonable time (not more than 30 days) after the last frost.
- 3.2 No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.
- 3.3 Unless otherwise approved in writing by the Committee, construction of the primary dwelling must be completed, construction materials and equipment removed, and the ground graded within twelve (12) months from the time ground is broken for the structure.
- 3.4 All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such a manner as not to detract from the subdivision as a whole. Sidewalk, parkway, curbs and gutters must be kept clean, unobstructed and in good repair.
- 3.5 No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property lines. Any disturbance of the property on any side of the lot being built on, caused either by the owner or his contractor(s), shall be cleaned and repaired by the owner or his contractor, prior to the closing of the owner's loan(s). **The builder must use road base and only road base to build a bridge over concrete walks and curb.**
- 3.6 Landscaping, including grass and some shrubs must be completed within twelve (12) months from when the final inspection is completed.
- 3.7 Lots may have a front yard light if desired. The light can be incorporated into the top of the mailbox or entrance pillars or positioned no closer than 24" to the sidewalks.
- 3.8 All roofs must be of either wood shake, bartile or 25-years architectural fire-halt, heavy-duty asphalt roof or equivalent. All metal roofs must be approved by the committee prior to construction.

- 3.9 All lots must be built on within one and one-half (1 ½) years (18) months from date of purchase by the original lot owner, as such purchase is evidenced by the closing documents.
- 3.10 Homeowner shall be responsible to maintain the grass in the planter strip between the city sidewalk and the curb, also gutters must be kept clean from dirt and weeds. Grass and only grass will be allowed in the planter strip. Trees, landscaping bark, nor concrete will be permitted in the planter area.

4 RESTRICTIONS ON USES:

- 4.1 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.
- 4.2 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 either temporarily or permanently. Storage sheds will be allowed according to the city codes, and must follow the same color pattern as the residential home on the same building lot.
- 4.3 No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats, and other domesticated household pets (pot-belly pigs are not considered a domesticated household pet) may be kept provided that they are not kept or maintained for any commercial purpose. Furthermore, all pets kept outside must be restrained in a humane and sanitary manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than twenty (20) feet from any neighboring dwelling. If outdoor pets are not completely confined to a kennel, run or leash, the yard must be completely enclosed by a fence or wall. No pets may be kept in unreasonable numbers, and the Committee may establish rules and restrictions from time to time concerning specific breeds or types of dogs or any other animal.
- 4.4 No automobiles, trucks, campers, trailer, boats, equipment, recreational vehicles, motor homes or other similar vehicles, shall be parked or stored on a public street or right-of-way for more than 72 consecutive hours. The intent of this provision is to keep the roadways open for daily traffic, and to avoid the unsafe and unsightly condition of vehicles parked on the street for long periods of time. The Committee may enforce this provision by first giving notice to the owner of the violation (or where the owner is not readily available or ascertainable, by giving notice in the form of a written request placed on the vehicle (s) or equipment parked on the street in violation of this provision be towed away, at the owner's expense. No vehicles or equipment may be kept or stored on any lot unless stored in a garage or on a parking stall (pad). Recreational vehicles must be parked on an RV pad located on the side of the garage.
- 4.5 Fences. No lot line fence over six (6) feet high will be allowed. Chain link fences will be allowed only on the rear of the lot if it has been built prior to purchase. Vinyl or block fences are allowed. Wood fences must have double slats with 1X6 cedar slats with 6X6 treated posts with 2X6 top rail and 2X6 bottom rail. This will be the only wood fence accepted. Any wood fence constructed must be approved by the Architectural

Committee. All lots are required to have a back boundary fence and side boundary fence within 18 months from the date the Certificate of Occupancy was issued for both adjacent neighbors. (Lots with a street as a side boundaries are excepted).

- 4.6 Swamp coolers will not be allowed.
- 4.7 No radio or short wave antennas will be allowed. All T.V. antennas should be placed on the back or side of the roof so that very little of the antenna can be seen from the street location. Satellite antenna systems (disk) cannot be placed or installed in front or side yards. The disk should be sight obscured from the front street location.
- 4.8 No commercial activity of a permanent nature may be conducted within the Subdivision without the express written consent of the Committee. The standard by which the Committee shall judge in connection with such request shall be based in part on avoidance of the generation of business activities into the Subdivision, and the unobtrusive nature of the proposed activity viz a viz the other property owners.
- 4.9 Not more than one (1) family unit will be maintained on each lot within the Subdivision; notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner.

5 ENFORCEMENT RIGHTS:

- 5.1 If the owner of a lot in the Subdivision, or the owner's heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning a lot in the Subdivision may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent his/her or them from so doing and to recover damages caused by such violation, together with attorney's fees, and costs of court.

6 ARCHITECTURAL CONTROL COMMITTEE:

- 6.1 The initial Committee is composed of:
Robert C. Nelson
Linda K. Nelson
Matt Nelson
- 6.2 When most of the lots within the Subdivision have been sold by Developer, the structure of the Committee may be enlarged to include not less than three (3) nor more than five (5) duly elected property owners. After all lots have been sold, at the discretion of the developer, property owners shall comprise the committee to enforce the covenants.
- 6.3 Members of the Committee shall be elected to one year terms at the annual meeting of the property owners in the Loafer Shadow Subdivision, on a one vote/recorded lot basis. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the Committee may be removed and replaced upon a 75% approval vote of the property owners.

Robert Nelson Construction, LLC CCR's Loafer Shadow – Salem, Utah

- 7 -

6.4 So long as the Committee members carry out their responsibilities hereunder in a reasonable manner, they shall incur no liability for costs or expenses arising out of the claims of any property owner (s).

6.5 Membership in the committee shall be limited to property owners only, as long as at least three property owners consent to serve. In the event the property owners cannot fill at least three seats on the Committee, any property owner may nominate a non-property owner in the Subdivision and such individual (s) may be voted upon for membership on the Committee.

7 GENERAL PROVISIONS:

7.1 Except as otherwise provided, this Declaration can be amended at any time by a written instrument executed in recordable form by not less than 75 % of the property owners within the Subdivision.

7.2 These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. (Extension provisions cited in preamble).

IN WITNESS WHEREOF, Robert C. Nelson of Robert Nelson Construction, LLC has executed this Declaration on the 25th day of August 2000.

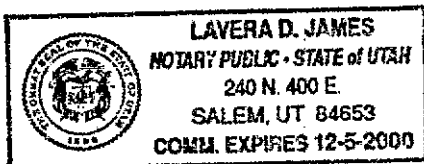
ROBERT NELSON CONSTRUCTION, LLC

Robert C. Nelson

Robert C. Nelson, Managing Member

State of Utah }
County of Utah }

The foregoing instrument was acknowledged before me this 25th day of August 2000.



Lavera D. James
Notary Public