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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
RICHARD G LIGHTEN
13563 LOVERS LN
RIVERTON UT 84065
BY: KRA, DEPUTY - WI 11 P.

When Recorded Mail to:
Richard G. Lighten
13563 Lovers Lane
Riverton, UT 84065

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE CREEK AT LOVER'S LANE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (hereinafter referred to as "**Declaration**") is made on this 21 day of November 2017 by Creek at Lovers Lane, LLC (hereinafter referred to as "**Declarant**").

WITNESSETH: Declarant is the owner of certain property (hereinafter referred to in subdivided or undivided form as "**Properties**") in Salt Lake County, State of Utah, which is more particularly described as:

Commencing at the Salt Lake County brass cap well monumentizing the Southwest Corner of said Section 35, thence North 00°07'10" East 1322.52 feet coincident with the west line of the Southwest Quarter of the Southwest Quarter of said Section 35 to the Salt Lake County brass cap well monumentizing the South Sixteenth Corner of said Section 35; Thence North 89°45'25" East 1320.03 feet coincident with the north line of the Southwest Quarter of the Southwest Quarter to the Southwest Sixteenth Corner thereof; Thence South 00°02'00" West 280.75 feet coincident with the east line of said Southwest Quarter of the Southwest Quarter of said Section 35 to the TRUE POINT OF BEGINNING; Thence South 00°02'00" West 536.69 feet coincident with said sixteenth section line; Thence North 73°11'43" West 217.67 feet coincident with the north boundary of Shadow Ridge Estates, Phase 4, recorded as Entry 8416126, in Book 2002P, at Page 319 of said County Records to the northeast corner of Lot 1 thereof; Thence South 83°29'54" West 15.30 feet coincident with the north line of said Lot 1 to the southwest corner of Lot 4 Shadow Ridge Estates, Phase 2 recorded as Entry 7325836, in Book 99-4P, at Page 99 of said County Records; Thence the following two (2) courses coincident with the east boundary of said Shadow Ridge Estates Phase 2, 1) North 14°18'15" West 246.18 feet; 2) North 51°22'57" West 193.87 feet to a fence corner; Thence North 38°13'16" East 145.69 feet along a chain link fence line to a number 5 rebar and cap stamped PLS 356548; Thence North 89°45'12" East 346.05 feet along a fence line to the point of beginning.

WHEREAS Declarant desires that all of the Properties will be held, sold, and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which will run with, the real property and be binding on all parties having any right, title, or interest in the Properties, their heirs, successors, and assigns, forever and will inure to the benefit of each owner,

THEREFORE Declarant hereby declares that the Properties shall at all times be owned, held, used, and occupied subject to the provisions of this Declaration:

SECTION ONE: DEFINITIONS.

- 1.A. **“Association.”** The Home Owners Association that shall be formed as a Utah non-profit corporation once all lots in the subdivision have been sold to private owners.
- 1.B. **“Board” or “Board of Directors.”** The 3-person Board of Directors of the Association, which the Association shall have power to create once the Association is formed.
- 1.C. **“Developer.”** The Declarant shall be the Developer for the purposes of this document.
- 1.D. **“Lot.”** Any approved and subdivided unit of the Properties as indicated in the approved and recorded plat.
- 1.E. **“Outbuilding.”** Outbuilding means an enclosed covered structure not directly attached to the dwelling which it serves.
- 1.F. **“Owner.”** The legal owner of any Lot or Lots within the Properties.
- 1.G. **“Party or Parties.”** A Party shall be any person or entity who holds title to a lot within the subdivision and shall further include the Developer, the Declarant and the Association. Each person or entity described herein shall individually be a party and more than one shall be parties.
- 1.H. **“Plot.”** A plot is intended to mean a single piece of parceled land consisting of one lot or more or less than one lot. A plot shall be deemed to front on the street as the lot or lots constituting the plot.
- 1.I. **“Street.”** Street includes any street, road, drive, or boulevard as shown on the plat.

SECTION TWO: THE HOME OWNER’S ASSOCIATION.

- 2.A. **Formation of Association.** The Association shall be a Utah non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation (“**Articles**”), its Bylaws, and this Declaration. The Association’s Articles of Incorporation and Bylaws shall be drafted at a later date and in conjunction with the incorporation of the Association, but shall not for any reason be amended, changed, or otherwise interpreted so as to be inconsistent with this Declaration.
- 2.B. **Circumstances of Formation of Association.** The Home Owners Association shall be incorporated within a reasonable time after all of the lots in the subdivision have been sold to private owners. Prior to the incorporation of the Association, Developer shall have the right, at its option, to perform the duties, assume the obligations, and otherwise exercise the powers conferred by this instrument on the association in the same way and in the same manner as though all such powers and duties were given in this instrument to Developer directly. Developer shall also have the right to modify, amend, repeal, or change any of the terms of this Declaration prior to the actual organization or incorporation of the Association.

- 2.C. **Board of Directors of Association.** The Board shall conduct the affairs of the Association. The Board shall be composed of 3 owners, who shall be referred to as “**Board Directors.**” The Board shall be selected by the Association members in a manner to be specified in the Association’s Bylaws. The Board shall select one of its Directors to serve as President in a manner to be specified in the Association’s Bylaws. The Board shall be empowered in the Association’s Articles of Incorporation and Bylaws to perform any and all action on behalf of the Association, including but not limited to commencing legal action on behalf of the Association.
- 2.D. **Personal Liability.** Neither the Association, nor its members, nor any Board Director shall be personally liable to any Owner, Member, Director, or any other person, including the Association, for any damage, loss, claim, or prejudice suffered or claimed to be suffered on account of any act or omission to act, unless any such act or omission to act is performed intentionally and with malice.

SECTION THREE: ASSOCIATION MEMBERSHIP AND VOTING.

- 3.A. **Association Membership.** Each Owner of a Lot shall automatically become a member of the Association upon the Association’s formation. Membership in the Association shall be appurtenant to the ownership of a Lot and may not be separately assigned, transferred, pledged, conveyed, or alienated in any way except upon legal transfer of ownership of a Lot. Any such legal transfer of ownership of a lot shall automatically serve to transfer the membership appurtenant to said Lot to the new Owner thereof. In the event that fee title to any Lot is held by one or more persons or entities, the Owners of a Lot shall hold the Membership in the Association in the same manner and in no event shall there be more than one (1) vote per Lot.
- 3.B. **Association Voting Rights.** Each member of the Association shall each have the right to vote on matters relevant to the association, as provided herein. If two or more lots are owned by a common owner, then that owner may cast a number of votes which reflects the number of lots owned by the owner. When more than one person or entity owns any Lot, the vote for such Lot shall be exercised as shall be specified in the Association’s Bylaws, but in no event shall more than one vote be cast or counted with respect to any Lot.
- 3.C. **Association Meetings.** The Association shall hold at least one meeting annually to elect Board members who shall serve for a one-year term. The Association may also adopt further procedures, rules, and schedules to govern Association Meetings in the Association’s Bylaws.
- 3.D. **Amendment and Modification.** By written consent of 100% of all of the Association members, the Association may be given such additional powers as may be described by the Association, or otherwise modify or amend this Declaration in any manner; however,

the Association may not make any change which would violate Riverton City Code or other binding regulation, code, or legal requirement.

- 3.E. **Rule of Law.** The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of Riverton City, Salt Lake County, Utah, and of the United States of America, and if, at any time, any of the provisions of this Declaration shall be found to be in conflict with them, then such parts of this Declaration as are in conflict with those laws, regulations, ordinances, and the like shall become null and void, but no other part of this Declaration not in conflict shall be affected.
- 3.F. **Enabling Action.** Subject to the limitations set forth in this Declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration.

SECTION FOUR: BOARD APPROVAL OF PROPOSED SUBDIVISION IMPROVEMENTS.

No building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or change or alterations in, these structures be made, until plans and specifications, color scheme, plot plan and grading plan, or other information satisfactory to the Developer or, if the Association shall have been incorporated, to the Board, shall have been submitted to and approved in writing by the party and the Developer/Board. In evaluating such plans, specifications, and other requirements, the Developer/Board may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, the site on which it is proposed to erect same, the harmony of such structures with the surroundings, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

SECTION FIVE: RESIDENTIAL AREA COVENANTS—DWELLING.

- 5.A. **Dwelling Size.** The following minimum square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The “ground floor,” as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach side of the lot.
- 1) **One-Story Dwellings (Rambler):** The required minimum above-ground floor finished space shall be 2,000 square feet with a minimum 3-car garage required.
 - 2) **Two-Story Dwellings:** The required minimum above-ground floor finished shall be 2,300 square feet with a minimum 3-car garage required.
 - 3) **Multi-Level Dwellings:** The required minimum above-ground floor finished shall be 2,300 square feet with a minimum 3-car garage required.

5.B. **Dwelling Quality.** All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Board. 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 the City of Riverton, 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.

5.C. **Dwelling Exterior Materials.** The dwelling's front exterior shall have 2 or more large, full front-facing panels (subject to the discretion of the Board) of brick or rock and the side exterior walls shall have at least a wainscot of brick or rock at least 6' down the sides, with the remainder in stucco or comparable product, as approved by the Board. A "large, full front-facing panel" is defined as an architectural wall feature at least 8' in height and consisting of at least 100 square feet of brick or rock (return walls or quoins can be included in the calculation of the "large, full front-facing panel" if they are at least 8' in height). No stucco will be allowed on the front or side of the dwelling without prior approval. Any of these exterior material requirements may be waived at the discretion of the Board where the historic style will not permit its use. Vinyl or aluminum siding shall not be allowed except for the soffit, fascia, and/or rain gutter areas.

Each dwelling must have at least a 30-year architectural (laminated) asphalt-type shingle. The Board must approve any other variation from this specification. The minimum roof pitch of the main roof elements shall be 6/12.

If the Board permits detached structures, they are to be constructed of identical exterior materials as the primary structure unless otherwise approved by the Board. All Owners are required to check with the City of Riverton for building code requirements and zoning restrictions.

ALL DWELLING SIZES, FLOOR PLANS, AND EXTERIOR MATERIALS MUST BE SUBMITTED TO THE BOARD IN WRITING, AS REQUIRED HEREIN, AND APPROVALS MUST BE OBTAINED IN WRITING PRIOR TO THE BEGINNING OF CONSTRUCTION ON THE HOME. IF SAID APPROVALS ARE NOT OBTAINED AND CONSTRUCTION BEGINS, OWNER SHALL BE SUBJECT TO A \$1,000 FINE, AT THE BOARD'S DISCRETION AND PAYABLE TO THE BOARD, IN ADDITION TO THE BOARD'S OTHER LEGAL REMEDIES.

SECTION SIX: RESIDENTIAL AREA COVENANTS—FENCES, WALLS, AND HEDGES.

Any fence or wall constructed on any Lot shall be approved by the Board and be constructed in conformity with the following guidelines:

6.A. **Materials.** All allowed fences or walls shall be of brick, stone, wrought iron, or Board-approved brown-colored vinyl. No fence or walls shall be constructed of chain link, wire mesh, slump block (painted or unpainted), or concrete block unless approved in writing by the Board.

- 6.B. **Height.** Any fence, wall, hedge, or other similar dividing structure (including, without limitation, any “topping” on such structures) shall not be erected in a front yard to a height in excess of three (3) feet nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, a fence, wall, or hedge or similar structure six (6) feet in height may top such retaining wall.
- 6.C. **Location.** Unless approved by the Board, no fence, wall, or hedge more than three (3) feet in height, as outlined above, shall be erected, placed, altered, or permitted to remain on any Lot closer than four (4) feet back on the residential structure on said adjoining lots. Where said hedge, fence, or wall is located along the boundary line between two adjoining lots, it shall be erected no more than four (4) feet back on the residential structure that is furthest from the street. Fences bordering the common areas shall be of the same construction and style as determined by the Board. Fences along corner property boundaries shall not be permitted to be up against the sidewalk. Said fences shall be at least 1 foot from the sidewalk and shall be located on the owner’s property.

SECTION SEVEN: RESIDENTIAL AREA COVENANTS—USE RESTRICTIONS.

The use of the Lots is subject to the following use restrictions:

- 7.A. **Land use.** Each Lot shall be used for private residence purposes only, and no pre-existing structure of any kind shall be moved from any other location and placed upon any Lot, nor shall any structure or building be permitted to remain incomplete for a period in excess of one year from the date the building was started, unless approved by the Board in writing. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision, by permission of the Board or otherwise, shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Under no circumstances shall the number of people occupying a dwelling structure on a lot be in excess of the occupancy rules in place by the county, city, and state. No Lots shall be further subdivided or partitioned.
- 7.B. **Nuisance.** No Owner or resident, or their family members, guests, or invitees shall create, maintain, or cause to be created a nuisance, or if a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity, or behavior which bothers, disturbs, or annoys other residents and/or Owners, or interferes with their quiet and peaceful enjoyment of the neighborhood, or the creation or maintenance of any noxious or offensive condition including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the property.
- 7.C. **Out Buildings.** The construction of any out building must be approved by the Board prior to construction, shall not interfere with other Owners’ views as determined by the Board, and shall only be permitted on the rear ½ of the Lot and to a height not to exceed

twenty (20) feet as measured from the natural elevation at the rear lot boundary. The general guidelines for this conformity will be to use the same exterior materials as are required on the home.

- 7.D. **Storage and Parking of Vehicles.** The parking of vehicles and other mobile objects on the Property shall be subject to the parking rules and regulations adopted by the Board from time to time. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles, or any other type of vehicles shall be routinely or consistently stored on driveways or on the streets of the Property. Such vehicles that are properly licensed and in running condition may be stored on side of home if properly screened from view. The Board must approve the acceptability of the screening structure. Unlicensed vehicles or vehicles that are not in running condition must be stored inside the garage. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any other Lot, or to create an obstacle or potentially dangerous situation. No resident shall repair or restore any vehicle of any kind in or on the street, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles that may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.
- 7.E. **Aerials, Antennas, and Satellite Systems.** No television, ham radio, citizen band, or radio antenna, or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot, unless approved by the Board. New digital satellite-style "mini dishes" are excluded from this provision, and do not require Board approval. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot owner's premises or home entertainment facilities or equipment.
- 7.F. **Animals, Pets, and Livestock.** Owners are permitted to maintain animals, pets, and livestock on the property as is permitted by the City of Riverton's code provisions in force at the time that this Declaration is recorded, with the exceptions that no lot owners may allow, keep, house, or quarter cows, horses, peacocks, or roosters on their property for any period of time.
- 7.G. **Signs, Billboards, and Advertising.** The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the recorded plat is permitted, provided it does not exceed 10 feet square in size, and except that signs of a larger size, advertising the subdivision, may be erected by the parties.
- 7.H. **Storage Tanks.** No tank for the storage of water, oil, petroleum, or other fluids may be maintained on any of the lots above the surface of the ground without the written consent of the Board.

- 7.I. **Pergola and Detached Structures.** No pergola or detached structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building limit line, without the written consent of the Board.
- 7.J. **Trash and Refuse.** No trash, garbage, debris, ashes, or other refuse may be thrown or dumped on any lot in the subdivision
- 7.K. **Building Materials.** No building material of any kind or character shall be placed or stored on any lot until the owner of it is ready to commence improvements and then the material shall be placed within the property lines of the plot on which the improvements are to be erected and shall not be placed in the streets or between the street and property line.
- 7.L. **Exterior Offensive Colors.** No offensive colors shall be used on the exterior of any structure erected. Offensive colors shall include: purples, reds, orange, black, lime green, or any florescent colors. A color shall also be considered offensive if all other Association members state in writing that a certain color is offensive. In the event that all other Association members agree in writing that a color is offensive, that color shall not be permitted on the exterior of any structure on the Properties.

SECTION EIGHT: EASEMENTS.

- 8.A. No building or other permanent structure shall be erected or maintained on any part of any area indicated as "easement" in the approved Plat, but the owners of the lot may erect and maintain a fence, wall, or hedge along the property line within the easement and as provided for in this Declaration, but subject at all times to the prior right to use the area for public or quasi-public purposes and subject to the additional terms contained herein.
- 8.B. The right is reserved to locate, construct, erect, and maintain, or cause to be located, constructed, erected, and maintained within the area indicated on the plat as "easement," sewer and other pipelines, conduits, poles, and wires, and any other methods of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.
- 8.C. The parties shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of the property, subject to any agreement regarding use of easements which may be in force at that time.

SECTION NINE: DURATION.

All of the restrictions and covenants set forth in this declaration shall continue and be binding on the parties and their successors and assigns for a period of 100 years from the date

this declaration is filed for record in the office of the Salt Lake County Recorder in and for Salt Lake County, State of Utah and shall automatically be extended after that date for successive periods of 10 years, provided, however, that the owners of the legal title to the lots having more than 50% of the lots shown on the recorded plat may release all of the lots restricted from any one or more of the restrictions and covenants, and may release any lot shown on the plat from any restrictions or covenant erected by deed from the parties at the end of the first 10 year period, or at the end of any successive 10-year period after this first period, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments, at least 10 years prior to the expiration of the first 10-year period, or at least 10 years before the expiration of any subsequent 10-year period; and further provided that the owners of the legal title of the lots having more than 50 percent of the lots shown on this plat may, after 10 years from the date of this declaration, by executing and acknowledging an appropriate agreement and filing the same for record as outlined above, release any one or more of the restrictions or covenants mentioned in this declaration.

SECTION TEN: RIGHT TO ENFORCE.

The restrictions set forth in this declaration shall run with the land and bind the parties and their successors and assigns. All parties claiming by, through, or under the parties shall be taken to hold, agree, and covenant with the parties, their successors and assigns, and with each of them to conform to and observe the restrictions as to the use of the lots and the construction of improvements on them. However, no restrictions in this declaration shall be personally binding on any corporation, person, or persons except in respect to breaches committed during its, his, her, or their seizing of the title of the land. The owner or owners of any of the above-mentioned land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions, in addition to ordinary legal actions for damages. The failure of the parties or owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions set forth in this declaration at the time of its violation shall in no event be deemed to be a waiver of a right to do so subsequently.

SECTION ELEVEN: PARTIES RIGHT TO ASSIGN.

The parties, by appropriate instrument, may assign or convey to any person, organization, or corporation, any or all of the rights, reservations, easements, and privileges reserved in this declaration by the parties. On such assignment or conveyance being made, their assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them or it in this declaration. Declarant shall assign its interest to the new Association member upon the closing of each lot sale. Declarant's rights to that lot and its responsibilities to the same shall be extinguished entirely upon the sale of the last lot in the subdivision, at which time the Association will assume all powers of the Declarant as outlined herein.

SECTION TWELVE: PARTIAL INVALIDATION.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

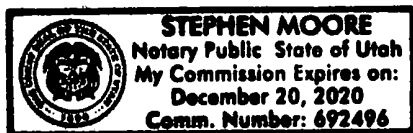
The Declarant has caused this declaration to be executed in Salt Lake County, State of Utah on this 21 day of November 2017.

Signature: C. Lighten
Charity M. Lighten, member – Creek at Lovers Lane, LLC

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

Charity M.
Lighten

On this 21st day of November, 20 17, before me a notary public, personally appeared ~~Daniel A. Lighten~~, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge he executed the same. Witness my hand and official seal.



Stephen Moore
Notary Public