

When recorded, mail to:
Robert Nelson Construction, LLC
Robert C. Nelson
P.O. Box 904
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ENT 6890:2001 PG 1 of 8
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Jan 29 12:41 pm FEE 37.00 BY SB
RECORDED FOR NELSON, ROBERT

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, CONDITIONS AND RESTRICTIONS AFFECTING LOAFER RIDGE SUBDIVISION (PLAT B)

**KNOW ALL MEN BY THESE PRESENTS:
CCR's, AS OF January 29, 2001**

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

All of Lots 1-13, of Loafer Ridge Subdivision Plat "B", in Elk Ridge Town, 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 is a subdivision; that a plat thereof was accepted by Elk Ridge Town Council and the Mayor of Elk Ridge Town 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 "B" excepted the portion thereof dedicated as public streets and a retaining detention basin.

NOW THEREFORE, all of the lots shown on the Subdivision plat of the Loafer Ridge Subdivision 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 for residential purposes only. 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. Only one (1) other building or structure will be allowed on each building lot, this building will be limited to the safe storage of yard equipment and other small RVs. The restrictions on this building are as stated:

1. No larger than 24 wide x 30 deep.
2. No taller than 12' walls above the finish grade facing the road.

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3. From top of curb at the street where the driveway enters, to the highest point on the roof is not to exceed 20 feet.
 4. All exterior buildings must be completed in the same style of the home built on the same building lot, be it, brick, stone or stucco, it must match the same design.
 5. All accessory buildings must meet all requirements set by Elk Ridge Town.
 6. If the accessory building cannot meet all requirements set in these CCR's, because of the elevation of the lot, then it can only be approved if both adjacent neighbors and 9 total lot owners of Loafer Ridge Subdivision, or the Architectural Committee may approve the plans prior to construction.
- 1.2 For a single-story dwelling on lots 1,2,3,4,5,6,7,8 & 9, the finished area above grade will not be less than Two Thousand One Hundred Fifty (2150) square feet, exclusive of open porches and garages. All homes must have a minimum of a 6/12-pitch roof, unless approved in advance by the Architectural Control Committee. Ramblers on lots # 10,11, 12 & 13 may not be smaller than One Thousand Five Hundred (1500) square feet.
 - 1.3 For a two-story dwelling, the finished area above grade will be not less than One Thousand Two Hundred (1200) square feet on the main level and Six Hundred (600) 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. All heights must also be approved by Elk Ridge Town. Two-story dwellings are not allowed on Lots # 7, 8 and 9.
 - 1.4 Four (4) Level Splits or Three (3) Level Splits and Split Entry's (Bi-Levels), will not be permitted in the Subdivision unless approved by the Architectural Control Committee.
 - 1.5 OTHER STYLES OF HOMES: No modular, round, octagon, pre-fab, pre-built, wood exterior, aluminum, log, mobile, steel, concrete houses or any other type of house of this nature shall not be built or erected in this Subdivision. No solar houses can be built unless approved by the Architectural Control Committee.
 - 1.6 All structures shall have not less than 50 % brick, or stone on the front facing. The dwelling shall have no less than 25 % brick or stone on the sides of the structure. However, a house may have all stucco or some siding, but must be approved by the Architectural Committee. The intent is to have enough design, color and décor in natural earth tones to make the house appealing to all.
 - 1.7 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:

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- 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 Elk Ridge Town requirements.
- 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 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 building or structures shall be 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 on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material and 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 periods. 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 approve or disapprove any plans if 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.
 - 2.4.2 The Committee shall not be responsible in any way for any defects in any plans or

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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. In the event of cold weather, 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. 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).
- 3.6 Landscaping, including trees, lawn and shrubs must be completed within eighteen (18) months from when the first ground is broken for the structure. No trash or garbage trees

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will be allowed in the landscaping plan of any lot.

- 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 11' to the curb.
- 3.8 All roofs must be of either wood shake, bartile or 25-years architectural fire-halt, three-dimensional asphalt roof, or of higher quality. All metal roofs must be approved by the committee prior to construction.
- 3.9 Construction on all lots must be started 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 curb and the property line. Grass, trees, landscaping bark, or large landscape stone will be permitted in the planter area, if approved by Elk Ridge Town.

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.
- 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

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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. Such vehicle or equipment may 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. Recreational vehicles must be parked in a garage or on an RV pad located on the side of the garage. Under conditions where the home plan will not allow the Recreational Vehicle to be at the side of the garage, the Architectural Committee may allow the RV pad to be located on the side of the home.

- 4.5 Fences. No lot line fence over six (6) feet high will be allowed. No chain link fences will be allowed. 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 fence constructed, must be approved by the Architectural Committee. Lots are not required to have a back boundary fence or side boundary fences. The adjacent property owners agree to divide all fencing costs equally unless the property owner prefers to construct their own fence. If adjacent property owners cannot agree to a type of fence, then you may put two fences in at your own expense or you may have the Architectural Control Committee make the decision. Because of the nature and natural landscaping, fences are not required but, if installed, must follow the above recommendations and guidelines.
- 4.6 Swamp coolers will not be allowed.
- 4.7 No short wave radio antennas will be allowed. All T.V. antennas must be placed on the back or side of roof so to limit the site of antenna as much as possible. Satellite antenna systems (disk) cannot be placed or installed in front or side yards. The disk must be sight obscured from the front street location.
- 4.8 No commercial activity of any 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 in the Subdivision, traffic infiltration 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, or Architectural Control Committee may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such

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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
Connie E. Olsen

6.2 When all of the lots within the Subdivision have been sold by Developer, or at developer's discretion, the structure of the Committee may be enlarged. At the discretion of the committee to include not less than three (3) nor more than five (5) duly elected property owners. After all lots have been sold the property owners will be advised to elect a new 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 Ridge 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, at the annual meeting or a special meeting. A special meeting may be called by 75% of lot owners, and each owner has 1 vote.

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 on 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 the preamble to these covenants.)

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IN WITNESS WHEREOF, Robert C. Nelson of Robert Nelson Construction, LLC has executed this Declaration on the 29th day of January 2001

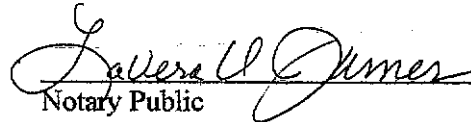
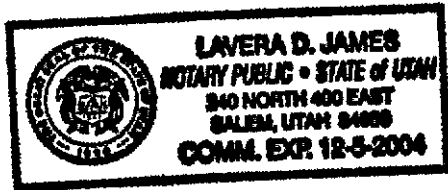
ROBERT NELSON CONSTRUCTION, LLC



Robert C. Nelson, Registered Agent

State of Utah }
County of Utah }

The foregoing instrument was acknowledged before me this 29th day of January, 2001.


Notary Public