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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SHADOW MOUNTAIN ESTATES INC
1599 W CORNERSTONE DR
S JORDAN UT 84095
REC BY:Z JOHANSON DEPUTY - WI

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DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

OF

SHADOW MOUNTAIN ESTATES, INC. *Phase I & II*

1599 West Cornerstone Drive
South Jordan, Utah 84095

Developed by

SHADOW MOUNTAIN ESTATES, INC.

A 17 and 27 Lot Subdivision
Located at Approximately
14400 South 2700 West
Bluffdale, Utah

Pg. 1097 BK 7963 PG 1097

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHADOW MOUNTAIN ESTATES, INC.**

THIS DECLARATION made and executed this 11th day of April, 1994, by SHADOW MOUNTAIN ESTATES, INC. (SMEI), a Utah corporation with its principal place of business located in South Jordan State of Utah, (hereinafter referred to as "Declarant"). SOUTH JORDAN

RECITALS:

A. Declarant is the record owner of that certain tract of property more particularly described in Article II of this declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property. To this end, and for the benefit of the property and of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

I. DEFINITIONS

1.1 Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.2 Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.3 Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.4 Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit.

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1.5 Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.6 Mortgagee shall mean any refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.7 Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed or recorded in the office of the County Recorder of Salt Lake County, Utah, and is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of this Declaration constitutes the Parcel.

1.8 Plat shall mean and refer to any subdivision plat, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction there-with there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah. Recorded concurrently with this Declaration is a Subdivision Plat of Shadow Mountain Estates, and executed and acknowledged by Declarant on (Salt Lake County Recorder), 1994, and creating separately numbered Lots. Said subdivision plat constitutes a Plat.

1.9 Property shall mean and refer to all of the real property which is covered by a Plat.

1.10 Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

II. PROPERTY DESCRIPTION

2.1 Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following-described real property situated in Salt Lake County, State of Utah.

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines and

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related facilities to the extent that they are located outside the Lots included with the above-described tract.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarator any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): to construct a Living Unit on each and every Lot; and including but not limited to roads, walkways and various landscaped areas, designed for the use and enjoyment of all as may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby affected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All lines for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof; including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

III. USE RESTRICTIONS

3.1 Use of Lots and Living Units. All lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of the law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in an increase in the cost of any insurance.

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3.2 Building Features and Materials.

(a) Building Location.

(I) The building shall be located solely within the outer boundaries of the Building Pad and oriented consented to by the Architectural Control Committee in accordance with the provisions of Article IV.

(II) No dwelling shall be located nearer than eight (8) feet to any side yard. No accessory building shall be closer than ten (10) feet to the side yard lot line of an adjoining lot.

(III) For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

(b) Garages. Garages must be fully enclosed and accommodate a minimum of three cars. Carports are not acceptable.

(c) Exterior Building Wall Materials. One hundred percent of standard exterior wall shall be either brick, stucco or natural wood products. Aluminum siding is only allowed in the soffit, fascia, or eave structure of the home. The Architectural Control Committee shall consider each home separately. The use of any other materials for such building exteriors shall require the prior approval of the Architectural Control Committee.

(d) Roof. Roof material shall be restricted to wood shingles, or shakes, slate, tile, or 400-pound architectural 40-year asphalt/fiberglass shingles. The use and design of roof materials are subject to the approval of the architectural Control Committee.

(e) Accessory Structures. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the approval of the Architectural Control Committee and shall conform to municipal regulations.

(f) Chimneys. Chimneys of approved exterior materials may not exceed the height required by appropriate governmental agencies. Exposed metal fireplace flues are not acceptable, with the exception of copper.

- (g) Mailboxes. Mailboxes shall be provided by Builder and shall be paid for by Owner and shall be placed adjacent to the street as instructed by the postal service. Said mailboxes shall be free standing and shall be constructed of masonry materials, the size and shape of which shall be consistent with the entire project standards and the postal service requirements. The mailbox shall be built from drawings provided by the Architectural Control Committee.
- (h) Fences and Walls. Subject to the exceptions set forth below and except as to fences installed by Declarant, fencing if installed by each Lot Owner on rear and side yards shall be constructed in accordance with the fence requirements as set forth by the Architectural Committee. All wood surfaces shall be painted with the color approved by the Architectural Control Committee. Fences shall not extend past the front of any Living Unit and shall not exceed six (6) feet including lattice tops, etc. Privacy enclosures shall be constructed and maintained in the same manner as other fencing. All fences on a Lot shall be maintained by Owners in the condition originally installed by Declarant or, with respect to other fences, as required herein.
- (i) Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas are not permitted.
- (j) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.
- (k) Antennas. All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be prewired for cable reception. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the Architectural Control Committee. Satellite dish antennas shall not be permitted on roofs.
- (l) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be colored to match adjacent roofing materials.
- (m) Pools, Spas, Fountains, Gamecourts. Pools, spas, fountains and gamecourts shall be approved by the

Architectural Control Committee and shall be located to avoid impacting adjacent properties with light or sound. No gamecourt shall be located in front or sideyards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

- (n) Sheet Metal, Flashing and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.
- (o) Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view and insulated for sound attenuation. Air conditioning units and swamp coolers are not permitted on roofs or through windows unless screened from view and approved by the Architectural Control Committee.
- (p) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.
- (q) Exterior Lighting. Exterior yard lamps are required for each lot. The Architectural Control Committee is to determine yard light requirements and model.
- (r) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of a Lot. Great care shall be extended in order to leave natural oak and trees on each lot.
- (s) County and Other Approval. Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Architectural Control Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Architectural Guidelines.
- (t) Temporary Structures. 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. Metal "lean-tos" shall not be permitted on any Lot.

- (u) Size and Height of Living Unit. Each Living Unit shall have a "foot print" of not less than: 1,200 square feet for two level structures. The minimum square footage for a Rambler (Ranch) style home is 1,800 square feet. The minimum square footage of a two (2) story or any version of a multi level home is 2,600 square feet. The "foot print" requirements as set forth herein shall be exclusive of the square footage contained within garages. Each Living Unit shall not exceed the maximum height of standard building codes.

3.4 Landscaping.

- (a) Each Owner shall be responsible at his own cost and expense to maintain and water all trees and other landscaping which grows upon the area of his Lot, even such landscaping which Declarant may have installed upon such area during development of the Subdivision or which is installed by Owner (or predecessor).
- (b) The following types of trees are recommended and suggested for incorporation into landscape designs for all Lots: (i) Blue Spruce trees; (ii) Maple trees; (iii) Honey Locust trees; (iv) Sycamore trees.

3.5 Vehicles. No trailers, recreational vehicles, large trucks and commercial vehicles belonging to Owners or other residents of the Property shall be parked outside the Development, except temporary parking not to exceed forty-eight (48) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot except that these restrictions shall not apply to emergency repairs to vehicles. Boats or recreational vehicles of any type stored outside for more than seven (7) days shall be screened by a fence.

3.6 Pets. No animals other than household pets shall be kept or allowed on any Lot. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, location, housing or confinement of any such pets shall be maintained by Owner and approved by the Architectural Control Committee. Dog runs and the like shall be no closer than 25 feet from any Living Unit.

3.7 Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part

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thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better).

3.8 Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

3.9 Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

3.10 Nuisances. No rubbish or debris of any kind shall be placed or permitted by any Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living units.

3.11 Irrigation Ditches. It is the sole responsibility of each lot owner to care for and maintain any irrigation ditches, either piped or open, that are within their lot boundaries. Irrigation lines within the subdivision are noted on the plat.

3.12 Right of Entry. During reasonable hours, any member of the Architectural Control Committee shall have the right to enter upon and inspect any Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with.

3.13 Easements. For installation of and maintenance of utilities, areas are reserved as shown on the recorded plot. within these easements, no structure planting 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 of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for

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those improvements for which a public authority or utility company is responsible.

3.14 Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Architectural Control Committee. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots, except to make them available for collection and then only for the shortest time necessary to effect such collection. Each Owner must at all times and at his expense provide garbage cans and plastic liners therefor, if containers are not provided by Bluffdale City.

IV. ARCHITECTURAL CONTROL

4.1 Architectural Control Committee. the Developer shall appoint a four-member Committee, the function of which shall be to ensure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners.

4.2 Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with Architectural Guidelines which shall be from time to time adopted.

4.3 Standard. In deciding whether to approve or disapprove plans specifications submitted to it, the Committee shall use its best judgement to ensure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the project.

4.4 Approval Procedure. Any plans and specifications submitted to the Committee shall be in duplicate. a preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained. The remaining set of plans will be returned to the property owner.

the following architectural review fees are required with the submittal of plans and specifications: \$25.00 for architectural, landscaping, fencing and lighting drawings.

All plans and specifications shall be approved or disapproved by it in writing within fifteen (15) days after submission. In the event Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

4.5 Enforcement. Any owner 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 owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.6 Address for Submittal. Plans and specifications for the construction and installation of any and all improvements within Shadow Mountain Estates shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address:

Shadow Mountain Estates, Inc.

The Architectural Control Committee has the authority to change the address for the submittal of plans and specifications.

4.7 Construction. (a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(I) The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

(II) The front yard of each Lot shall be landscaped within a period on one (1) year following completion or occupancy of the Living Unit.

(III) Side and rear yards shall be landscaped within a period of two (2) years following occupancy of each dwelling.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each week. light-weight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the lot. During the construction period, each construction site shall be kept neat with all trash and debris being promptly removed from public or private roads, open spaces and driveways.

Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be kept located only of the site itself or in areas approved by the Architectural Control Committee.

4.8 Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or

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disapproval by it with respect to any request made pursuant to this Article.

4.9 Exception for Declarant. The foregoing provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant during the developmental process.

V. MISCELLANEOUS

5.1 Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as an Owner, at the latest address for such person appearing in the records of the County at the time of mailing.

5.2 Consent in Lieu of Voting. In any case in which this Declaration requires for authorization of approval of transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership considered. The following additional provisions shall govern any application of the Selection:

(a) All necessary consent must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval is three members.

5.3 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

5.4 Covenants to Run With Land. This Declaration and all Provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action

by an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

5.5 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake City, Utah.

Shadow Mountain Estates, Inc.

By *Reed W. Anderson*
Reed W. Anderson

Its _____
Secretary - Treasurer

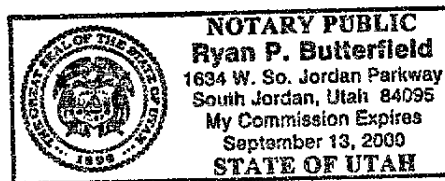
STATE OF UTAH)

COUNTY OF SALT LAKE) : ss.

On the 30 day of April, personally appeared before me Reed W. Anderson, who being duly sworn, did say that he is and officer of Shadow Mountain Estates, Inc., a Utah Corporation, and that the foregoing instrument was signed on behalf on said Corporation by authority of the Corporation and said Reed W. Anderson acknowledged to me that said officer executed the same.

Ryan P. Butterfield
NOTARY PUBLIC
Residing at: S. Jordan

My Commission Expires: 9/13/00



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