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SUMMIT COUNTY RECORDER

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BOOK: 971 PAGE: 126

SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS FOR
THE COVE ESTATES

RECITALS

INTRODUCTION. This Supplemental Declaration is made as of the date of its execution by
The Cove at Sun Peak, L.L.C., a Utah Limited Liability Company. ("Declarant").

A. PURPOSE OF COVENANTS. It is the intention of The Cove at Sun Peak, L.L.C.,
expressed by its execution of this instrument, that the property within *The Cove Estates* consisting
of 9 residential Lots and specifically described in Exhibit A attached hereto and referred to herein
as "The Cove Estates," shall be developed and maintained as a highly desirable residential area.
To that end, The Cove Estates is subject to all of the terms and conditions of The Cove at Sun
Peak master declaration in addition to that certain Master Declaration of Conditions and
Restrictions for Sun Peak, Summit County, Utah executed by The Summit Ranch Joint Venture, a
California General Partnership on the 17th day of June 1992 and recorded an Instrument No.
360955 in Book 668 beginning at page 485 of the official Records of Summit County, State of
Utah ("Master Declaration") and amendments shall be additionally subject to the terms and
conditions of this Supplemental Declaration. Provisions of this Supplemental Declaration are in
addition to, not in Substitution of, the terms of the Master Declaration including, but not limited to
the Design Guidelines attached thereto.

B. DECLARANT BINDING. Declarant, as owner of all of The Cove Estates, hereby declares that

the property described in Exhibit A hereto and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Supplemental Declaration in addition to the provisions of the Master Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of The Cove Estates and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be covenants running with the land and/or equitable servitude and shall constitute benefit and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in The Cove Estates.

C. DEFINITIONS All of the defined terms set forth in the Master Declaration shall have the same meaning when used in this Supplemental Declarations unless otherwise specified. Particular attention is called to the fact that the Committee referred to in this Supplemental Declaration is the Design Review Committee created and functioning under Article III of the Master Declaration.

ARTICLE 1. SUPPLEMENTAL COVENANTS

1.01. Permissible Building Area. The placement of buildings shall respect existing land forms and generally shall follow contours and fit into land mapping rather than ignoring and dominating these forms. With respect to lots in The Cove Estates, no structural improvement of any kind shall be located closer than one hundred (100) feet from the rear boundary line of the lot, except where lots are contiguous on their rear boundary to open space corridors, rear setbacks / be reduced to a minimum of fifteen (15) feet by the Design Review Committee after a review

of site plans for improvements by an individual owner. All structures shall be located within the buildable area as reflected on the final plat.

In addition to and without limiting the foregoing, unless the Design Review Committee Shall approve a variance from said restriction, all buildings and structures on each lot, (with the exception of utility lines and driveways), Shall be constructed within the designated setbacks shown on the plat except as follows:

A. Construction of residences and all structures on all Lots shall be within the area designated on the plat as the "Building Pad." Unless modified by the Design Review Committee, decks or patios attached to the main dwelling may be extended outside said Building Pad as long as no trees, rock outcrops or sagebrush are removed or destroyed in connection with or as a result of extension of said decks or patios outside said Building Pad.

The limit of construction disturbance on each Lot shall be no greater than 15 feet beyond the outside of the foundation walls of any buildings, driveways, and structures designated on the plan and specifications therefor submitted to and approved by the Design Review Committee.

1.02. Erosion Control. Each Owner in The Cove Estates Shall be responsible to insure that no erosion or water drainage shall take place from his Lot which may adversely affect neighboring properties and/or roads. An erosion control and drainage plan shall be provided to the Design Review Committee for review and approval prior to plan approval.

1.03. Disturbance of Hillsides. Any disturbance of hillsides shall be controlled by the Committee. Grading plans, retaining walls, revegetation, etc., shall be approved by Summit County and the Committee.

1.04. Residence Floor Area. The residence structure which may be constructed on any The Cove Estates Lot shall have a minimum living floor area, exclusive of garages, balconies,

porches and patios of 3,500 square feet for a one (1) floor structure.

A. Two-level structures shall have a minimum of 4,500 square feet, however, vertical walls of two (2) or more than two (2) stories shall be limited to sixty percent (60%) of the exterior perimeter of the residence (i.e., at least forty percent (40%) of exterior wall area shall be single-story).

The Design Review Committee shall determine such measurements and any variation due to mitigating design considerations must be approved by the Committee, at the sole discretion of the Committee.

B. All roof heights and designs shall minimize view blockage to the extent possible, from adjacent properties and properties on the opposite side of the street-.

C. In no case shall a vertical wall extend without setback or variation more than two (2) stories with a clear story space.

D. The floor area is defined as the area of a building that is enclosed by surrounding exterior walls, excluding a 1,500 square foot allowance for garages. The portion of the basement or walkout basement exterior walls above ground equate to that portion of the overall basement floor square footage which will be counted as floor area. However, 20% of exterior basement wall exposure is allowed before this rule applies, (i.e. with 20% or less exposed no basement square footage counts as floor area; with 21% exposed 21% of basement counts as floor area; with 50% exposed - 50% of basement counts as floor space etc.) Porches, balconies, patios and decks will not be considered floor area unless enclosed. Garages larger than 1,500 square feet must be reviewed and approved by the Design Committee.

E. The maximum allowed floor area for each lot is 10,000 square feet excluding the garage, decks and patios.

1.05. Perimeter Fences. Perimeter fencing of Lots shall not be permitted within The Cove Estates except for such perimeter fencing as Declarant or the Association may install along subdivision boundaries with approval from Summit County. Perimeter fencing is defined to mean fences along or near Lot lines, or fencing not connected with a building or structure. Interior fencing, screens, or walls which are associated or connected with a building are permitted if they are of such design materials, locations, and heights, as may be approved by the Design Review Committee and conform to the Design Guidelines.

1.06. Residence Siting. Placement of the residence and garage to be constructed on any Lot shall be subject to the prior approval of the Committee.

1.07. Roof Restrictions. Roof slopes for any buildings constructed in The Cove Estates shall be from 4/12 to 9/12 pitch and shall be in as simple a form as practicable. Roof slopes may exceed 9/12 pitch only upon approval by the Committee. The following roof shapes will not be permitted mansard, fake mansard, gambrel, joined shed roof, or domed. All roofs shall have a minimum overhang of two feet (2') zero inches (0"). Special attention shall be taken with regard to overhangs on the south and west elevations to provide adequate sun control for the buildings. Only the following roofing materials will be allowed: wood shingles No.1, medium shake shingles, copper or metal roof in earth colors, fire resistant concrete or slate tiles. All roof metal, flashings, gutters, vents and chimney caps will be made of anodized aluminum or painted galvanized, in either case with a painted surface of earth tone.

1.08. Materials and Colors. Unless specifically approved by the Committee, only the following exterior wall surface materials shall be allowed: cedar siding, redwood siding, stone, log, wood shingles, stucco without "tudor" wood breaks. There shall be allowed no more than two (2) different major exterior wall materials in any wall surface. A third exterior wall material may be

used only upon approval of the Committee. Exterior wall colors must harmonize with the site and surrounding buildings. The predominant tone should be earth tone whether in the natural patina or the weathered color of the wall surface itself or the color of the stain or other coating. Bright or dramatic colors can be used for accent of exterior wall areas hidden from general view. Fascia and trim shall be a monochromatic scheme with the siding color.

1.09. Windows. Window frames must be either wood, bronze-tone aluminum clad wood or vinyl clad wood, or vinyl. All windows must be at least double glazed. Any trapezoidal windows must follow the shape of the walls or roofs surrounding them, with the top parallel to the above roof, and bottom horizontal or parallel to a roof structure below it. No mirrored or reflective glass may be used.

1.10. Chimneys Vents. Chimneys must be enclosed in an approved siding material. No exposed metal flues are permitted. All chimney tops on any one residence must be of identical design. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street. All chimneys and vents must be painted or anodized to a dark earth tone color.

1.11. Antennas. All antennas must be enclosed within the residence. Any satellite dishes must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from any adjoining Lot or the road fronting the Lot. Solar panels will be permitted only with the consent of the Committee, and if permitted, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

1.12. No Used or Temporary Structures. No previously erected or used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot, except for construction purposes for a period of no more than ninety (90)

days.

1.13. Balconies and Decks. Any balcony or deck that is more than twenty-four inches (24") above the surface of the Lot must be constructed in compliance with the followings all railings must have at least three (3) horizontal members; all posts or pillars supporting any deck must be between eight (8") and sixteen inches (16") in width, including vertical members in railings.

The area under any deck must either be landscaped or screened from view by siding stained to match the house. The area under, any deck shall not be used for storage of equipment, firewood, building material, or similar material unless the area under is enclosed with, at a minimum, siding stained to match the house.

1.14. Landscaping. A complete landscaping and irrigation plan showing landscaping layout and proposed plantings shall be submitted to the Committee with each submittal for approval. All areas of the Lot damaged by construction must be revegetated under an approved plan. Landscaping plans shall be submitted with the overall site plan for improvements on each lot. Retention or incorporation of natural vegetation is encouraged.

A. Landscaping Required. As soon as practical following completion of the construction of the residence, but in no event later than the summer immediately following completion of construction, each Owner is required to landscape his Lot. The Owner may, with Design Review Committee approval, plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species.

B. Drought Tolerant Plants Recommended. The use of drought tolerant species of grasses, shrubs and trees is strongly recommended.

1.15. Basements. Basements may not be advisable in some locations. Owners are

—encouraged to have individual soils analysis completed by a qualified soils engineer.

1.16. Entry Gates. Individual entry gates to Lots will be allowed. Any entry gate must be reviewed and approved by the Design Committee.

1.17. Maximum House Size. Each home shall have no more than 10,000 square feet of living area, excluding the garage. Garages shall not exceed 1,500 square feet unless approved by the Committee. The Committee may withhold its approval in its sole discretion.

1.18. Kennels and-Dog Runs. No kennel or dog run may be placed closer than one hundred feet (100') to any residence other than that of the owner of the kennel and shall be completely screened from the view of all adjoining Lots.

1.19. No Re-subdivision. No Lot may be re-subdivided without the consent of the Committee and the County. No re-subdivision of any Lot may result in the construction of any additional Dwelling Units within The Cove Estates.

1.20. Combination of Lots. Subject to the limitations set forth in this section, any Owner may combine two (2) or more adjoining Lots within The Cove Estates.

A. Dwelling Size. Placement. The maximum size of a dwelling on the combined Lots shall not exceed 150% of the average of the maximum allowable dwelling sizes stated in Exhibit B for the Lots in question if developed independently. The resulting building mass should be concentrated at the center of the combined Lots, and should not be placed entirely or predominantly on one of the Lots.

B. Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the Improvements for the combined Lots. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable legal description or notice in

recordable form, containing the name of the Owner and legal description of the Lots combined, which notice will state that the two (2) Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Summit County recorder upon the commencement of construction of the dwelling on the combined Lots.

C. Other Restrictions. The other requirements and Design Guidelines of the Master Declaration and this Supplemental Declaration shall apply without regard to improvements are located on combined Lots.

D. Membership. The combined Lots shall have only one (1) membership in the Sun Peak Homeowners Association as of the first adjustment of memberships under Section 2.14 of the Master Declaration following combination of the Lots.

1.21. Number of Dwellings. Only one (1) dwelling may be constructed on any Lot. garage for at least two (2) cars and which shall include no more than 1,500 square feet. No other storage building, outbuilding or habitable structure may be constructed unless approved by the Design Review Committee.

1.22. Dwelling Height. No structure on any Lot may exceed twenty-eight feet (28') in height as measured at the natural grade on the Lot prior to construction, to a point half way between the eaves and the ridgeline of the roof.

1.23. Dwelling Length. The building length will not exceed a 30 foot maximum in one direction without a change in direction, roof alignment, wall offset or elevation. Projections and recesses that create visual interest and respond to the existing conditions on the lot will be encouraged.

1.24. Lots on Cove Hollow Lane. Residences on lots which front the private road-known as Cove Hollow Lane, shall have driveway restrictions and design such that access to the private

— street will be head-on as opposed to backing onto the street.

ARTICLE 2. ADDITIONAL PROVISIONS

2.01. Effect. The foregoing restrictions and requirements shall apply throughout The Cove Estates in addition to all of the restrictions, conditions, obligations, processes and other requirements of the Master Declaration. Compliance with these provisions as well as the Master Declaration shall be reviewed and enforced by the Committee.

2.02. Other Supplements. The Committee has the authority to supplement the Design Guidelines for Sun Peak from time to time and any such supplement shall apply to Improvements to be approved and constructed following the adoption of any supplement (s).

IN WITNESS WHEREOF, The Cove at Sun Peak, L.L.C. has executed this Supplemental Declaration the day and year first above written.

The Cove at Sun Peak, L.L.C.,
a Utah Limited Liability Company

By: Gerald H. Rice
Rice Development, L.L.C.
Gerald H. Rice, its Authorized Member

By: Michael J. Kermizis
MJK, Utah, L.L.C.
Michael J. Kermizis, its Authorized Member

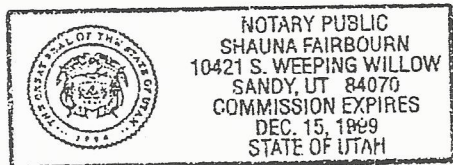
By: Michael Wright
Bunker Family Partnership
Michael Wright, its Authorized Member

By: Daniel K. Naylor
Daniel K. Naylor, Individual

State of Utah)
 :SS
County of Salt Lake)

On the 7th Day of June, 1996, the foregoing Declaration of Protective Covenants and Restrictions for The Cove Estates was acknowledged before me by Gerald H. Rice, Michael J. Kermizis, Michael Wright, and Daniel K. Naylor who personally appeared before me, and being by me duly sworn declared that they are the members and organizers of The Cove at Sun Peak, L.L.C., and that they signed the foregoing Declaration.

In witness whereof, I have set my hand and seal this 7th Day of June, 1996.



Shauna Fairbourn

Notary Public
Residing at: Sandy, Utah

My Commission Expires:

December 15, 1999

EXHIBIT "A"
THE COVE ESTATES

PARCEL DESCRIPTION

A PARCEL OF LAND WITHIN THE EAST HALF OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 3 EAST AND THE WEST HALF OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, COUNTY OF SUMMIT, STATE OF UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; SAID CORNER BEING A BRASS CAP SET BY THE COUNTY SURVEYOR IN 1958; THENCE NORTH $00^{\circ}03'43''$ WEST 53.76 FEET ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, TO THE NORTHEAST CORNER OF SAID SECTION 36, THENCE NORTH $00^{\circ}03'43''$ WEST 2065.68 FEET ALONG THE EAST LINE OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN; TO THE NORTHERLY BOUNDARY OF THE MAHOGANY HILLS II SUBDIVISION; THENCE WEST 0.39 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING (BASIS OF BEARING IS NORTH $00^{\circ}00'06''$ WEST BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN); THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO CALLS: 1) SOUTH $71^{\circ}29'19''$ WEST 599.49 FEET; 2) SOUTH $31^{\circ}11'25''$ WEST 1130.08 FEET TO THE NORTHERLY BOUNDARY OF THE CEDAR DRAW ESTATES SUBDIVISION; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY NORTH $58^{\circ}48'34''$ WEST 381.55 FEET TO THE EASTERLY BOUNDARY OF THE CEDAR DRAW ESTATES II SUBDIVISION AND FOLLOWING SAID EASTERLY LINE THE FOLLOWING TWO CALLS: 1) NORTH $02^{\circ}58'33''$ WEST 1278.71 FEET; 2) NORTH $20^{\circ}08'22''$ WEST 312.76 FEET; THENCE NORTH 700.00 FEET; THENCE EAST 1653.15 FEET TO THE EAST LINE OF SAID SECTION 25, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH $00^{\circ}03'43''$ WEST ALONG SAID SECTION LINE 601.36 FEET; THENCE LEAVING SAID SECTION LINE EAST 365.38 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BEAR RIDGE ROAD, A 60-FOOT WIDE PRIVATE RIGHT-OF-WAY AND FOLLOWING SAID RIGHT-OF-WAY LINE SOUTHWESTERLY ALONG A 120.00-FOOT RADIUS TO THE RIGHT, A DISTANCE OF 81.73 FEET, THROUGH A CENTRAL ANGLE OF $39^{\circ}01'23''$; THENCE SOUTH $24^{\circ}22'02''$ WEST 82.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 330.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 105.29 FEET, THROUGH A CENTRAL ANGLE OF $18^{\circ}16'49''$; THENCE SOUTH $06^{\circ}05'12''$ WEST 178.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COVE HOLLOW LANE, A 60-FOOT PRIVATE RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG A 10.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 28.59 FEET, THROUGH A CENTRAL ANGLE OF $163^{\circ}47'43''$, TO THE BEGINNING OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 830.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 275.94 FEET, THROUGH A CENTRAL ANGLE OF $19^{\circ}02'55''$; THENCE SOUTH $38^{\circ}38'45''$ WEST 136.06 FEET TO THE BEGINNING OF A 770.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 25.52 FEET, THROUGH A CENTRAL ANGLE OF $01^{\circ}53'55''$; THENCE SOUTH $51^{\circ}30'18''$ EAST 32.33 FEET, TO A POINT ON A CURVE HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 48.22 FEET, THROUGH A CENTRAL ANGLE OF $21^{\circ}15'06''$; THENCE SOUTH $17^{\circ}14'36''$ WEST 81.72 FEET, TO THE BEGINNING OF A 110.00-FOOT RADIUS CURVE CONCAVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 93.10 FEET, THROUGH A CENTRAL ANGLE OF $48^{\circ}29'35''$, TO THE BEGINNING OF A 30.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 30.03 FEET, THROUGH A CENTRAL ANGLE OF $27^{\circ}21'25''$, TO THE BEGINNING OF A 180.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 200.07 FEET, THROUGH A CENTRAL ANGLE OF $63^{\circ}41'09''$, TO THE BEGINNING OF A 10.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 22.60 FEET, THROUGH A CENTRAL ANGLE OF $129^{\circ}30'47''$, TO THE BEGINNING OF A 20.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 22.82 FEET, THROUGH A CENTRAL ANGLE OF $65^{\circ}22'16''$; THENCE SOUTH $37^{\circ}32'17''$ WEST 5.00 FEET; THENCE SOUTH $52^{\circ}27'43''$ EAST 233.23 FEET; THENCE NORTH $37^{\circ}32'17''$ EAST 5.00 FEET, TO THE BEGINNING OF AN 80.00-FOOT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 101.58 FEET, THROUGH A CENTRAL ANGLE OF $72^{\circ}44'55''$; THENCE SOUTH $69^{\circ}42'48''$ EAST 100.00 FEET; THENCE SOUTH $29^{\circ}21'11''$ EAST 340.91 FEET, TO THE NORTHERLY BOUNDARY OF THE MAHOGANY HILLS II SUBDIVISION; THENCE ALONG SAID BOUNDARY LINE WEST 499.59 FEET TO THE POINT OF BEGINNING.