

COPY

ENTRY NO. 113978 RECORDED AT REQUEST OF PEP6 ENG FOR SITLA FEES 0  
DATE Apr 122 2003 AT 8:20 AM VJK KANE COUNTY RECORDER  
BY DEPUTY G13 BOOK 0238 PAGE 677-692

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SHELTER COVE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 1<sup>st</sup> day of April, 2003, by the State of Utah, acting through the School and Institutional Trust Lands Administration (hereinafter the "Declarant").

Recitals

A. Declarant is the owner of real property located in Kane County, Utah that is incorporated within the Shelter Cove Subdivision, as recorded in the Official Records of Kane County, and as more specifically described in Exhibit "A" to this Declaration (the "Subdivision").

B. Declarant wishes to establish Covenants, Conditions and Restrictions upon the Subdivision, and upon each Lot within the Subdivision, for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision and Lots therein, all of which Covenants, Conditions and Restrictions are for the benefit of the Declarant, the Subdivision and each Owner of a Lot therein.

Declaration

NOW THEREFORE, Declarant hereby covenants, agrees and declares that the Subdivision and all Lots therein shall be developed, conveyed, encumbered, used, occupied, and improved subject to the following Covenants, Conditions and Restrictions (the "CC&Rs"), which are hereby declared to be for the benefit of the Subdivision, the owners of Lots therein, and the Declarant, together with their successors and assigns. These CC&Rs shall run with and burden the Subdivision and all Lots therein, and shall be binding on all parties having or acquiring any right, title or interest in the Subdivision or any part thereof, and shall inure to the benefit of, be binding upon, and may be enforced by, Declarant and each Owner of a Lot in the Subdivision.

1. DEFINITIONS. Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1. "Adjacent Property" means the real property adjacent to the Subdivision owned

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by Declarant within Township <sup>43 South, 2 East</sup> ~~2 East~~, Range ~~13 South~~, Salt Lake Base & Meridian.

- 1.2. "Declarant" means the State of Utah, acting by and through the School and Institutional Trust Lands Administration. The Director of the Trust Lands Administration or his/her designee shall be the authorized representative of the Declarant.
- 1.3. "Disturbance Area" means the area at least 10,000 square feet in size located within each Lot and delineated upon the Shelter Cove Lot Disturbance Area Map, attached hereto as Exhibit "B" and incorporated by reference, in which improvements, structures, and dwellings and other improvements consistent with this Declaration may be located; provided however, that a driveway as contemplated in Paragraph 3.1, necessary underground utilities located in easements as contemplated in Paragraph 2.7, and an underground septic system, if necessary, may be located outside the Disturbance Area for each Lot.
- 1.4. "Lot" means any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision as recorded in the Kane County Recorder's Office, with the exception of any shared rights-of-way or common area.
- 1.5. "Owner" means any Person or Persons, including Declarant, who is/are the owner of record (in the Office of the County Recorder of Kane County, Utah) of a fee simple or undivided fee simple interest in a Lot. The term "Owner" shall not mean or include a mortgagee, a trustee or beneficiary under a deed of trust, or an assignee or grantee acquiring title merely as security for the performance of an obligation, unless and until such party has acquired title pursuant to foreclosure, forfeiture or any arrangement or proceeding in lieu thereof.
  - (a) For the purposes of any provision of this Declaration requiring a vote of the Owners, each Lot shall entitle the Owner(s) thereof to have one vote. If multiple Owners of a Lot cannot agree on how to cast a vote for such Lot, such vote shall not be counted, and that Lot shall not be included in any calculation of the required percentage of Lots necessary to take a particular action.

- (b) Declarant shall be considered the Owner of each Lot in the Subdivision until such Lot is sold to the public, and upon regaining title to any such Lot(s) through forfeiture or foreclosure.
  - 1.6. "Person" means a natural person or any other entity with the legal right to hold title to real property.
  - 1.7. "Recreational Vehicle" means all boats, watercraft, travel trailers, campers, camper shells, tent trailers, motor homes, snowmobiles, all-terrain vehicles, and off-highway vehicles (ATVs and OHVs, respectively), dune buggies, or devices similar to the foregoing.
  - 1.8. "Residence" means any structure constructed within the Subdivision that is designed and intended as a single family home, together with all improvements that are used in connection with such structure.
  - 1.9. "Subdivision" or "Shelter Cove Subdivision" means the real property described in Exhibit "A", and depicted in the official plat of Shelter Cove Subdivision recorded in the office of the County Recorder, Kane County, State of Utah.
  - 1.10. "Vehicle" means any and all equipment or devices (mobile or immobile, operable or inoperable) of any type, designed to transport persons or objects, including, without limitation, cars, trucks, sport utility vehicles, trailers, dump trucks, bulldozers, forklifts, Recreational Vehicles (as defined herein), motorcycles, and other devices and equipment similar to any of the foregoing, whether or not used for daily transportation.
2. LAND USE AND OCCUPANCY.
- 2.1. The Lots into which the property is divided shall be used only for one single-family Residence and for no other purpose. Dwellings with apartments, dwellings owned or shared pursuant to a time-share ownership agreement or condominium ownership, or dwellings with rooms for rental or boarding purposes shall not be considered single-family residential dwellings, and are prohibited.

- 2.2. No more than four unrelated persons may reside in any Residence, and leases or tenancies of less than month-to-month duration are prohibited.
- 2.3. Noxious, illegal or offensive use of any Lot is prohibited, as is any use that is or may become hazardous to any person or property, or is or may constitute a nuisance. The operation of tools, equipment, musical equipment or instruments, or other sound-producing devices, in a manner that may reasonably interfere with the use and enjoyment of other Lots in the Subdivision is prohibited. All exterior fires are expressly prohibited, with the exception of barbecue fires contained within receptacles or fire pits in enclosed areas or patios. No laundry, clothing or household fabrics shall be hung or dried in areas visible from outside the Lot.
- 2.4. All Lots shall be used, improved and devoted exclusively to single-family residential uses, and no occupation, business, profession, trade, vending, mercantile, storage or other non-residential use shall be conducted thereon, except to the extent that the same is incidental to the primary use of the Lot as a family residence and no evidence of such incidental use is visually evident from the street on which the Lot fronts. Notwithstanding any provision herein, so long as Declarant owns a Lot, it may construct and operate a sales and marketing office on one of the Lots under Declarant's control. Leasing of a Residence for residential purposes shall not be considered a non-residential use as defined herein.
- 2.5. The Declarant and the Owners desire to preserve the natural beauty and scenic vistas of the Subdivision, and find that signs detract from the overall scenic quality of the Subdivision. Therefore, no signs of any kind (including, but not limited to commercial, political and similar signs, posters, banners, and billboards or other advertising devices) shall be displayed to public view on any Lot, except that each owner may display one sign of not more than six square feet advertising that the property for sale or lease, that the property is being constructed or remodeled by a particular builder, or as required by legal proceedings. Declarant may, as an Owner, place signs that it deems reasonably necessary to advertise the Subdivision and Lots therein for sale prior to initial sale of all of the Lots.
- 2.6. No livestock, poultry or animals of any kind shall be bred, raised, or kept on a Lot

excepting household pets. Household pets (which exclude, without limitation, horses, cattle, sheep, swine of any type, goats, and other such farm animals) may be kept on any Lot in a manner which does not create a nuisance or offense to neighboring Lots by reason of noise, habits, odors, or otherwise, and as long as such dogs, cats and other household pets are not kept or bred for any commercial purposes. No more than an aggregate of four (4) dogs and/or cats may be kept per Residence at any one time.

LOT #1 EXCEPTION: Lot # 1 may have up to two horses kept in facilities appropriately designed and located within the Disturbance Area. Any paddocks, corrals or other such facilities shall be located to the rear of the Disturbance Area of Lot #1 and away from adjacent Lots in the Subdivision. Special care shall be taken to maintain the property in a clean and orderly manner to ensure insects and offensive odors are kept to a minimum.

- 2.7. All Owners shall comply with Town of Big Water Ordinances, and shall keep their Lot and Residence in an attractive condition and good repair, and free from trash, waste, yard clippings, debris and garbage. All owners of vacant Lots shall keep such Lots clean in appearance and free from all refuse and potential fire hazards.
- 2.8. Garbage and refuse must be kept in sanitary covered metal or plastic garbage cans or containers and removed at least weekly from the subdivision. No garbage or refuse may be dumped, buried, burned or stored on Lots in the subdivision.
- 2.9. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. No structure or material shall be placed within the easements that would interfere with the installation and maintenance of the utilities or the purposes for which they are reserved.
- 2.10. No Lot shall be divided, sub-divided, reduced or conveyed in part.
3. BUILDING RESTRICTIONS AND ARCHITECTURAL CONTROLS.
  - 3.1. One and only one Residence may be constructed on any Lot. Each Residence

shall have a finished ground level living area of not less than 1500 square feet of heated space, exclusive of garages, open porches, and patios. Each Residence shall have an attached fully-enclosed garage fitted with door(s), and with a capacity of not fewer than two (2) but not more than four (4) standard size automobiles. Each Residence shall have a driveway extending from the edge of the road in front of the Lot to the Residence's garage door. Driveways shall have a minimum width of ten (10) feet and a maximum width of sixteen (16) feet, and shall be constructed from compacted gravel, concrete, pavers or asphalt. Driveway construction shall include the installation of a culvert at least eight (8) inches in diameter where the driveway extends from the road in front of the Lot. The required driveway shall provide the only point of motorized access to the Lot. Driveways shall be kept in good repair and clear of items that would impede emergency response equipment.

- 3.2. Residences are to be constructed "stick-built" on site. Pre-manufactured, prefabricated, pre-built buildings and mobile homes are prohibited. No Residence may be constructed off-site in whole or in part and then relocated to a Lot; provided, however, that pre-manufactured wall components or trusses may be used in the construction of a Residence.
- 3.3. The Shelter Cove subdivision is located in a unique desert setting. In order to create and maintain a desert ambiance for the Subdivision, and to preserve and increase property values for Lots and Residences within the Subdivision over time, Residences shall be designed and constructed in a southwestern architectural style. Exterior walls of all buildings constructed on a Lot must be composed of natural materials that blend with desert landscape, such as stucco, traditional adobe, natural stone, natural colored masonry, natural woods, and similar finishes. Aluminum, vinyl or similar sidings are prohibited, as are large expanses of painted wood, metal, multi-colored masonry, mirrored glass, and synthetic stone
- 3.4. In order for structures to blend into the desert landscape and to maximize unobstructed views, Owners are encouraged to limit Residences to one story. Roofs shall be flat or of a predominately low pitch which does not exceed 4:12 pitch ratio. Residential dwellings with two stories must have flat roofs, and the second story shall not exceed 75% of the finished ground level living area.

Residential dwellings shall not exceed 24 feet in height as measured from the finished grade at the foundation of the structure to the highest point. Such measurements shall be performed at the horizontal midpoint of the tallest facade of the structure.

- 3.5. Colors must be earth tones and muted colors that blend, but do not contrast with desert colors. Wall extensions from buildings and walls and fences must be the same or similar color and materials as the main building. Use of the color white is prohibited.
- 3.6. At least thirty (30) days prior to filing for building permit approval for construction of a Residence, or for any alteration thereof that affects the exterior appearance of the Residence, the Owner shall submit a full set of plans and specifications for the proposed construction to Declarant for review to determine architectural compliance with the requirements of these covenants, conditions and restrictions. Declarant may condition its approval of any such construction upon the Owner's compliance, in Declarant's reasonable discretion, with these covenants, conditions and restrictions, and Declarant may require modification of such plans and specifications to achieve such compliance. In the event that Declarant fails to approve or reject, in writing, plans and specifications submitted by an Owner within thirty (30) days after such submittal, the Declarant's approval shall be deemed to have been given.
- 3.7. Fencing may not be constructed outside the perimeter of the Disturbance Area. Fencing shall not exceed four (4) feet in height when located in front of the Residence, and shall not exceed six (6) feet in height when located on the side or back of the Residence. Fencing erected on a Lot shall be constructed from stucco, masonry, natural stone, or other materials consistent with a southwestern style. No steel, wire, vinyl or chain link fencing may be used. All fences shall be repaired and maintained annually to maintain attractive condition and good repair. Notwithstanding the foregoing, Lot #1 may have wire strand fencing for the keeping of horses.
- 3.8. In order to maximize views of the night sky, Owners shall construct and maintain exterior lighting to minimize on-site light glare. Lighting should be concentrated

close to or attached to the residential structures. Exterior lighting shall not be installed where its direct source is visible from neighboring Lots, and exterior lighting must be shielded or hooded so that excessive light does not spill on to adjacent Lots, common areas such as streets, or is reflected into the sky. No exterior lights of a high intensity nature, including, without limitation, mercury vapor, sodium vapor, or metal halide lighting, may be installed.

- 3.9. No outbuilding, shack, shed, storage container, or other temporary or permanent outbuilding shall be constructed or located on any Lot, other than portable outhouses and dumpsters during construction. No vacant Lot shall be used for storage of any kind except during the construction period. No exterior television, radio antenna or satellite dish or receiver of any sort shall be placed, allowed or maintained upon any portion of a structure or Lot unless it is screened from view from the street and neighboring Lots.
- 3.10. No Residence shall be constructed or substantially altered on any Lot until plans and specifications for such construction have been approved by the Town of Big Water, and all required permits issued. The exterior construction of any Residence shall be completed within a period of one (1) year following commencement of construction.
- 3.11. Due to the sensitive nature of the soils and natural vegetation within the Subdivision, construction of improvements, structures and site grading, except minimal grading for storm water runoff control as contemplated in Paragraph 4, shall be confined to the Disturbance Area.

4. DRAINAGE.

Due to the natural contours of the land, certain natural drainage patterns exist within the Subdivision that may cause storm water runoff to flow from one Lot to the next. The owners of each Lot shall take such reasonable measures to prevent excess storm water runoff to adjacent properties. Such reasonable measures to prevent excess storm water runoff shall be kept within Lot boundaries and shall not include excessive grading or contouring. Where possible, storm water runoff should be directed to the drain swales along streets.

5. LANDSCAPING.

- 5.1. Landscaping outside of the Disturbance Area shall consist of desert-type plant materials identified on a list of recommended plant materials that is available from the Declarant. Owners are encouraged to utilize native plants in all areas outside the Disturbance Area, and to utilize xeriscaping or other water-efficient landscaping at all locations. In cases where grass is used, it shall be used sparingly to encourage water conservation, and shall be enclosed by fencing located on the Lot and contained within the Disturbance Area.
- 5.2. Front, side and back yard landscaping shall be completed for each Lot within one (1) year after occupancy of any dwelling on a Lot.

6. PARKING AND VEHICLE STORAGE.

- 6.1. Each residence shall have at least two (2) off street vehicle parking spaces located within the Disturbance Area. On street parking is prohibited due to the potential of undermining the roadway surface and for the protection of the drainage system.
- 6.2. Vehicles stored on Lots must be parked in areas created for vehicle parking such as a garage, or driveway within the defined Disturbance Area. Parking or storing Vehicles or Recreational Vehicles in unimproved areas and outside of the Disturbance Area is prohibited. Areas created for vehicle storage shall be sensitively located so as not to detract from the character of the Subdivision. Such areas shall be placed in the rear or to the sides of the Residence to minimize exposure.
- 6.3. Vehicle storage areas that are not fully enclosed shall be kept clean and free of clutter, and may contain a maximum of two (2) Vehicles or Recreational Vehicles. No Vehicles or Recreational Vehicles may be stored on any Lot for the purpose of obtaining rent for such storage. All stored Vehicles and Recreational Vehicles shall be in good working order. Vehicles or Recreational Vehicles that are not in working order shall be garaged or stored off-site.

7. OWNER'S ASSOCIATION.

The Owners of a majority of Lots in the Subdivision may form an association or non-profit corporation for the purpose of administering maintenance obligations, assessing fees and contracting for such work or any other cooperative projects as agreed to by the Owners in a manner consistent with these CC&Rs.

8. AMENDMENTS.

8.1. As long as Declarant holds title to two thirds ( $66\frac{2}{3}\%$ ) of the Lots within the subdivision, Declarant may amend these CC&Rs at any time and in any manner without the approval of the other Owners of the Lots in the subdivision. Declarant shall provide the other Owners written notification of any amendment made by Declarant to these CC&Rs, with such notification containing the language of the amendment and its effective date. Once Declarant holds title to less than two thirds ( $66\frac{2}{3}\%$ ) of the Lots, these CC&Rs may only be amended upon written approval of at least two thirds ( $66\frac{2}{3}\%$ ) of the Owners of the Lots in the subdivision. Any Owner proposing an amendment shall, at its own expense, mail a copy of the proposed changes, including the effective date, to all Owners at least thirty (30) days prior to the proposed effective date of change. The Owners shall then have thirty (30) days to approve the proposed changes. If two thirds ( $66\frac{2}{3}\%$ ) of the Owners approve the proposed changes in writing, the modified provisions shall be substituted for the existing provisions of these covenants, notice of the changes shall be sent by the proponent to all other Owners, and proponent shall record a copy of the changes at the County Recorder's Office. If less than two thirds ( $66\frac{2}{3}\%$ ) of the Owners affirmatively consent, then the modifications will not be effective.

8.2. Declarant reserves the right, in its sole discretion, at any time and from time to time, to add, in whole or part, the Adjacent Property to the provisions of this Declaration without the consent of the other Owners of the Subdivision. The Adjacent Property may be added to this Declaration by an instrument executed by Declarant and recorded at the Kane County Recorder's Office, which instrument shall be deemed an amendment to this Declaration; provided however, that such

instrument is not subject to the consent requirements for amendments set forth in Paragraph 8.1. Such document shall: (1) refer to this Declaration, stating the date and filing information; (2) contain a statement that such Adjacent Property is conveyed subject to the provisions of this Declaration or only specified portions thereof; (3) contain an exact legal description of such additional property; and (4) state such other or different covenants, conditions and restrictions as the Declarant, at its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such additional property.

9. ENFORCEMENT.

- 9.1. These CC&Rs shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in the Subdivision.
- 9.2. The Declarant, any Owner, and any owners or homeowners association formed by the Lot owners may enforce these CC&Rs by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or recover damages. Failure by anyone entitled to enforce these CC&Rs shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall not be obligated to monitor the Subdivision to ensure compliance or otherwise enforce these CC&Rs. In the event of any action being brought to enforce the provisions of these CC&Rs, the prevailing party shall be entitled to recover all costs and attorney's fees required to bring such action.
- 9.3. Invalidation of any one of these CC&Rs or any portion thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 9.4. Neither the Declarant nor its agents, representatives, or employees shall be liable to any person for any action or for any failure to act with respect to any matter pertaining to or contemplated by this Declaration. In no event shall this Declaration constitute a waiver by the Declarant of its sovereign immunity.

10. MORTGAGE PROTECTION.

No breach of these CC&Rs shall defeat or render invalid any lien made in good faith and for value, including those arising under any Certificate of Sale issued by Declarant to any Owner in connection with the purchase of a Lot; provided, however, that these CC&Rs shall be binding upon and effective against any Owner whose title is derived through foreclosure of a security instrument or other lien.

11. NO WARRANTY.

Declarant is the owner of the Adjacent Property, which may in the future be sold or developed and which may or may not be subjected to covenants, conditions and restrictions similar to or different from these CC&Rs. Declarant makes no warranties, whether express or implied, or any representations with regards to the Adjacent Property whatsoever.

12. NOTICES.

All communications, consents, and other notices set forth in this Declaration to be provided to Declarant shall be in writing and shall be effective on the date hand-delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

School and Institutional Trust Lands Administration  
Attn: Development Office  
675 East 500 South, Suite 500  
Salt Lake City, Utah 84102-2818

Shelter Cove at Big Water  
Covenants, Conditions and Restrictions  
Page 13

Dated this 1<sup>st</sup> day of April, 2003.

Approved as to Form:  
Mark L. Shurtleff  
Utah Attorney General

By: *Mark L. Shurtleff*  
Special Assistant Attorney General

STATE OF UTAH  
SCHOOL AND INSTITUTIONAL  
TRUST LANDS ADMINISTRATION  
675 East 500 South, Suite 500  
Salt Lake City, Utah 84102

By: *Kim Christy*  
Kim Christy - Acting Director

STATE OF UTAH                    )  
  :  
COUNTY OF SALT LAKE        )

On the 1<sup>st</sup> day of April, 2003, personally appeared before me, Kim Christy, who being by me duly sworn, did say that he is the Acting Director of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 1<sup>st</sup> day of April, 2003.

*Diane M. Durrant*  
NOTARY PUBLIC, residing at *Layton*, Utah  
My Commission Expires: *March 29, 2007*



**ATTACHMENT "A"**

**SHELTER COVE  
BOUNDARY DESCRIPTION**

Beginning at the Southeast Corner of Section 14, Township 43 South, Range 2 East, Salt Lake Base & Meridian; and running thence North 89°56'27" West along the Section line 593.48 feet; thence North 44°41'00" West, 419.71 feet; thence North 12°47'48" West, 320.28 feet; thence North 19°22'37" East, 320.28 feet; thence North 47°02'01" East, 289.14 feet; thence North 57°03'34" East, 736.62 feet; thence North 86°46'09" East, 332.97 feet to a point on an existing lot line; thence along existing lot lines the following eight (8) courses; South 33°01'42" East, 154.64 feet; thence South 57°01'13" West, 395.86 feet; thence South 57°01'13" West, 33.00 feet; thence South 32°59'03" East, 560.71 feet; thence South 57°03'52" West, 428.75 feet; thence South 33°00'25" East, 33.00 feet; thence South 33°00'25" East, 263.73 feet; thence South 32°59'54" East, 256.10 feet; thence leaving the existing lot line North 89°56'27" West, 279.99 feet to the point of beginning.

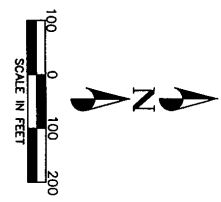
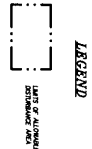
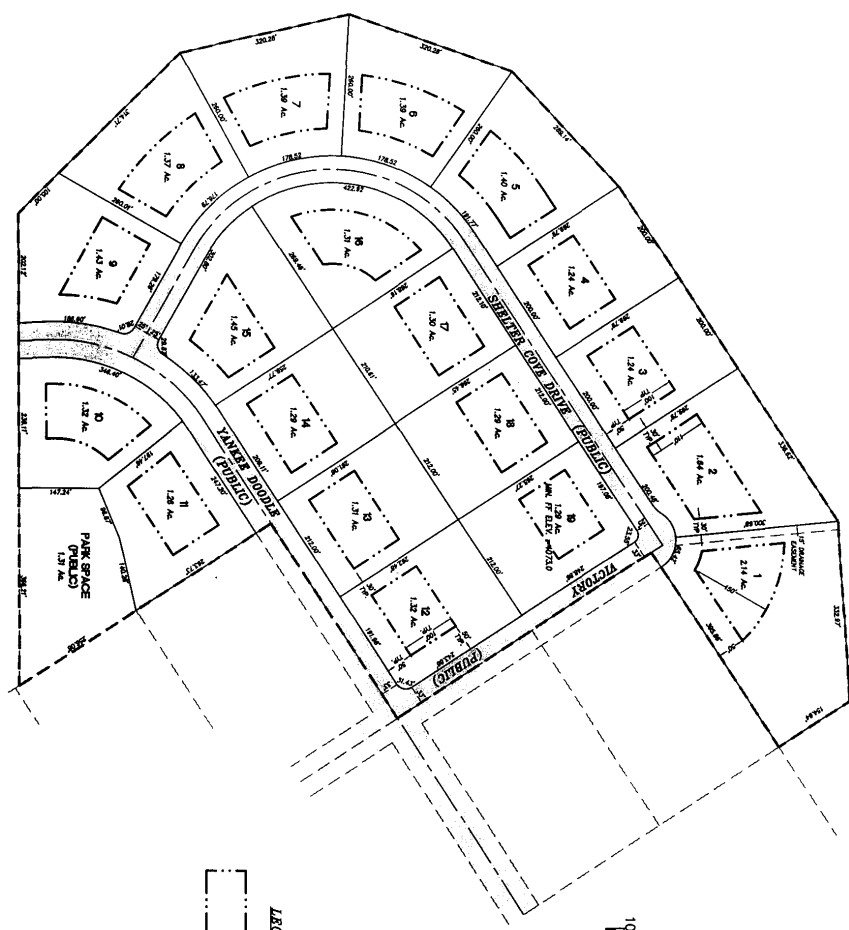
Containing 30.79 Acres, more or less.

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Shelter Cove at Big Water  
Covenants, Conditions and Restrictions  
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**ATTACHMENT "B"**  
(Shelter Cove Lot Disturbance Area Map)

**SHELTER COVE  
AT BIG WATER  
LIMITS OF DISTURBANCE AREA**



SHEET NO. 1	<b>BIG WATER</b> SITE	<b>SHELTER COVE ESTATES</b> <b>SITLA</b> LIMITS OF DISTURBANCE AREA	<b>PEPG ENGINEERING, L.L.C.</b> 1240 EAST 100 SOUTH #8A • ST. GEORGE, UT 84790 PH: (435) 634-7675 • FAX: (435) 634-8011	DATE: _____ SURVEY BY: PEPG ONE DRAWN BY: _____ DESIGNED BY: PEPG CHECKED BY: _____ SCALE: 1"=100'																																													
		2/27/03 PROJECT NUMBER: 2241.0110 DRAWING FILE: marketing_plan	CIVIL ENGINEERING • LAND SURVEYING • GPS WETLANDS • CONSTRUCTION MANAGEMENT LAND PLANNING • ENVIRONMENTAL		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 85%;">DESCRIPTION</th> <th style="width: 5%;">DATE</th> <th style="width: 5%;">APP'D</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DESCRIPTION	DATE	APP'D																																								
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WHEN RECORDED, RETURN TO:  
School and Institutional  
Trust Lands Administration  
Southwestern Area Office  
63 South 300 East, Suite 201  
St. George, Utah 84770

COPY

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SHELTER COVE SUBDIVISION

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHELTER COVE SUBDIVISION (the "First Amendment to CC&Rs") is made this 17<sup>th</sup> day of July, 2003, by the State of Utah, acting through the School and Institutional Trust Lands Administration (the "Declarant").

Recitals

A. Declarant is the owner of real property located in Kane County, Utah that is incorporated within the Shelter Cove Subdivision, as recorded in the Official Records of Kane County, and as more specifically described in Exhibit "A" to this First Amendment to CC&Rs (the "Subdivision").

B. Declarant established Covenants, Conditions and Restrictions (the "CC&Rs") for the Subdivision, and upon each Lot within the Subdivision, for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision and Lots therein, as recorded in the official records of Kane County, Utah on April 22, 2003 as Entry No. 11397 in Book 0238, Pages 677-692.

C. Declarant now desires to amend paragraph 3.7 of the CC&Rs to allow fencing along the property boundaries.

D. In accordance with Paragraph 8.1 of the CC&Rs, Declarant is entitled to amend the CC&Rs so long as Declarant holds title to two thirds (66-2/3%) of the Lots within the Subdivision at any time and in any manner without the approval of the other Owners of the Lots in the Subdivision. Declarant presently holds title to more than two thirds of the Lots within the Subdivision

Declaration Amendment

1. Paragraph 3.7 of the CC&Rs is deleted in its entirety and replaced as follows:

3.7. Fencing may be constructed within the perimeter of the Disturbance Area or outside the Disturbance Area along front, side, and rear property lines. Fencing shall not exceed four (4) feet in height when located along the street frontage of the Residence, and shall not exceed six (6) feet in height when located on the side or rear of the Lot or Residence. Fencing erected on a Lot shall be constructed with stucco, masonry, natural stone, or other materials consistent with a southwestern style. No steel, wire, vinyl or chain link fencing may be used. All fences shall be repaired and maintained annually to maintain attractive condition

TRUST LANDS ADMINISTRATION  
ENTRY NO 115062 RECORDED AT REQUEST OF SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION  
DATE JULY 18, 2003 AT 1:10 PM VCS KANE COUNTY RECORDER  
BY DEPUTY JTN BOOK 0238 PAGE 756-758

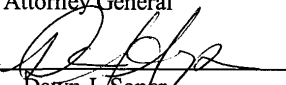
and good repair. Notwithstanding the foregoing, Lot #1 may have wire strand  
fencing for the keeping of horses.

- 2. The remainder of the CC&Rs shall remain in full force and effect.
- 3. Capitalized terms used within this First Amendment to CC&Rs shall have the same meaning as those used in the CC&Rs.

STATE OF UTAH  
SCHOOL AND INSTITUTIONAL  
TRUST LANDS ADMINISTRATION

  
\_\_\_\_\_  
Kevin S. Carter, Director

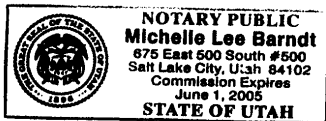
Approved as to Form:  
Mark L. Shurtleff  
Utah Attorney General

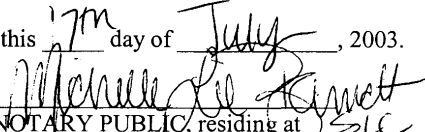
By:   
Dawn J. Soper  
Special Assistant Attorney General

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

On the 17<sup>th</sup> day of July, 2003, personally appeared before me Kevin  
S. Carter, who being by me duly sworn did say that he is the Director of the School and  
Institutional Trust Lands Administration of the State of Utah, and the signed of the above  
instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 17<sup>th</sup> day of July, 2003.



  
NOTARY PUBLIC, residing at SLC, Utah

My commission expires 6/1/2005.

## ATTACHMENT "A"

### SHELTER COVE BOUNDARY DESCRIPTION

Beginning at the Southeast Corner of Section 14, Township 43 South, Range 2 East, Salt Lake Base & Meridian; and running thence North 89°56'27" West along the Section line 593.48 feet; thence North 44°41'00" West, 419.71 feet; thence North 12°47'48" West, 320.28 feet; thence North 19°22'37" East, 320.28 feet; thence North 47°02'01" East, 289.14 feet; thence North 57°03'34" East, 736.62 feet; thence North 86°46'09" East, 332.97 feet to a point on an existing lot line; thence along existing lot lines the following eight (8) courses; South 33°01'42" East, 154.64 feet; thence South 57°01'13" West, 395.86 feet; thence South 57°01'13" West, 33.00 feet; thence South 32°59'03" East, 560.71 feet; thence South 57°03'52" West, 428.75 feet; thence South 33°00'25" East, 33.00 feet; thence South 33°00'25" East, 263.73 feet; thence South 32°59'54" East, 256.10 feet; thence leaving the existing lot line North 89°56'27" West, 279.99 feet to the point of beginning.

Containing 30.79 Acres, more or less.