

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,  
RESTRICTIONS AND CONDITIONS  
OF  
SNC7WMEADUWS SUBDIVISION, PHASE I AND II

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owners of real property in the Northwest Quarter of Section 28, Township 14 North, Range 5 East, Salt Lake Base and Meridian, Garden City, Rich County, Utah more particularly known as Snowmeadows Subdivision, Phases I and II, according to the official plats thereof on file and of record in the office of the County Recorder of Rich County, Utah as Entry No. F22,902 in Book 03, of Plats at Page 130 thereof for Phase I and Entry No. F22,903, in Book 03 of Plats at Page 131 thereof, for Phase II, and

WHEREAS, the undersigned desires to subject said Property to the following covenants, agreements, restrictions, and conditions for the purpose mentioned herein:

NOW, THEREFORE, the undersigned hereby declares that said Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions, covenants, and conditions set forth herein, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purpose of enhancing and protecting the value and desirability of said Property, and by becoming vested with title to or with any interest in any lot, part, or portion of said Property, the person who becomes so vested shall be deemed to have covenanted and agreed with the undersigned and with all other owners of any interest in said Property to accept, hold, use and convey that portion of the Property concerned subject to said limitations, restrictions, covenants and conditions.

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE. No lot included in said subdivision shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height or thirty-five feet and a private garage or carport of not more than three cars, except that a duplex or an apartment with no more than four dwelling units, limited to the same height restrictions and to two covered parking spaces per dwelling unit, may be constructed on Lots 1 through 5 of Phase II.

2. ARCHITECTURAL CONTROL. No building or improvement shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and color with existing or planned structures, and as to location with respect to topography, finish grade elevation, and minimizing interference with the view of other property owners.

3. DWELLING QUALITY AND SIZE. All structures constructed or placed on any lot shall be constructed with new materials of good quality and no used structures shall be relocated or placed on any such **lot**. All dwellings shall be constructed in a workmanlike manner and shall be set on permanent foundations or piers. No house trailers or mobile homes will be permissible. No single family dwelling house having above ground floor living area of **less** than 1000 square feet exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of said lots. Duplexes **or** apartments shall have at least 800 square feet per dwelling unit with at least 1600 square feet per structure above ground. (Exceptions to minimum square feet requirements are subject to Committee approval).

4. CONSTRUCTION - TIME OF **'•COMPLETION**. Once construction of improvements is started on any lot, the exterior must **be** completed in accordance with plans and specifications, as approved within twelve (12) months **from** oemmmencement.

5. SLOPE AND GRADE OONTROLS. No change in ground level may be made on any lot **in** excess of one foot from existing grades without the written approval of the Committee obtained prior to the commencement of work. No structure, planting or other material shall be placed **or** permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion **or** sliding problems, or which may change the direction of flow of drainage channels **or** obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and **all** improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, utility company, **or** the Homeowners Association is responsible.

6. TAT MAINPENANCE. All lots and housing, *whether* occupied or unoccupied, shall at all times be maintained **in** such a manner as **to** prevent their becoming unsightly by reason **of** unattractive growth, accumulation of rubbish, or debris.

No wrecked, partially wrecked, stripped down, or **junk** motor vehicles, or sizable part of such will be permitted to be parked on any street **in** the Subdivision or Development or on any lot.

No permanent outdoor **clothes** poles, clothes lines and similar equipment shall be placed on *any* such lot. (Temporary or portable clothes lines are acceptable).

No commercial type truck **shall** be parked for storage overnight or longer, or any lot in the Subdivision or Development or in any Subdivision street.

Any dwelling on any lot **ul** the Subdivision of Development which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God must be rebuilt or **all** debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in **no** event shall such debris remain longer than sixty (60) days.

7. STORAGE TANKS. Every tank for the storage of fuel installed outside any building in the Subdivision or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery.

8. SIGNS. No signs shall be exposed to the **public view** on any of except one **sign** of not more than five square feet advertising the property

for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. NUISANCES. 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.

10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats **or** other household pets may be kept provided that they are **not** kept, bred or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used **or** maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage ~~and~~ disposal of such material shall be kept in a **clean** and sanitary condition, shall be so placed kept as not to be visible from any street. Each lot owner shall be responsible for disposal of his own garbage and refuse. No outside burning of wood, leaves, trash, garbage **or** household refuse **shall** be permitted.

12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, **nor** shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon my lot.

13. TEMPORARY STRUCTURES. No structures *of* a tent nary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except that a well maintained trailer **may** be used during the period of construction mentioned in paragra<sup>Ph</sup> 4 above.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight **lines** at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property **lines** and a **Line** connecting them at points twenty-five (25) feet from the intersection of then street lines, or **in** the case of a rounded propert corner from **the** intersection of **the** street property lines extended.' The same sight-line limitations shall **apply** on any lot within ten feet from the intersection of a street <sup>property</sup> line with the edge of a driveway or alley pavement. No tree shall be <sup>permitted</sup> to remain within such distance of such intersections unless the foliage line **is** maintained at sufficient height to prevent obstruction of **such** sight lines.

15. FENCES. All fences within the subdivision shall be constructed of redwood, cedar or such other natural wood as may be approved by the Architectural Control Committee. No fence shall be located closer to the front lot line than the front of the dwelling constructed thereon, nor closer to any side street the side of such dwelling. No fence shall exceed a height of 6' feet. For the purpose of this paragraph, the card "**fence**" includes any fence, wall, **or similar** barrier or partition that serves the purpose of a fence.



approval will not be required and the related covenants shall be deemed to have been fully complied with. One (1) set of said plans and specifications and details with the **approval or** disapproval endorsed thereon, shall be returned to the person submitting them.

4. **COMMITTEE NOT LIABLE.** Neither the Committee nor any representative of the Committee shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, **nor** for any structural **or** other defects in any work done according to such plans and specifications.

5. **POWER.** The Committee **shall** have <sup>the</sup> right to disapprove any **plans**, specifications or details submitted to it. In the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings **or** structures; if the plans and specifications submitted are incomplete; **or** in the event the Committee deems the plans, 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 part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

#### ARTICLE III--HOMEOWNERS ASSOCIATION

1. **EXISTENCE.** A non-profit corporation designated as the Snowmeadows Subdivision Homeowners Association has been established for the purpose of maintaining, administering and improving the roads and common areas of **all** phases of the Snowmeadows Subdivision.

2. **MEMBERSHIP.** There is one (1) membership in such association appurtenant to each of the lots in all phases of the Snowmeadows Subdivision. **Each** lot owner in such subdivision is therefore a member of such association and, as such, is entitled to all the rights, and subject to **all** the responsibilities of such status. Each lot owner agrees to be bound by the Articles **of** Incorporation, bylaws, and Rules and Regulations of the Snowmeadows Subdivision Homeowners Association and to pay in a timely manner **all** assessments made to such property owner by the Association.

#### ARTICLE IV DURATION, ENFORCEMENT, AMENDMENT

1. **TERM.** The <sup>s</sup>e covenants are to run with the land **shall** be binding on all parties and all Persons claiming under them for a period of forty (40) years from the date these covenants shall be automatically extended for successive periods of <sup>ten</sup> (10) years unless an instrument signed by a majority of the **owners** of the lots has been recorded, agreeing to change **said** covenants in whole or in part.

2. **ENFORCEMENT.** Enforcement shall be by proceedings at **law** or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. **SEVERABILITY.** Invalidation of any one of these covenants by judgment **or** court order shall **in** no wise affect <sup>any</sup> of the other **provisions** which shall remain in full force and effect.

EXECUTED this 21st day of August, 1980.

HODGES & GAMKILL, INC.

\_\_\_\_\_(Signed)  
JAMES B.. GAM'IILL,..President

\_\_\_\_\_(Signed)  
PAUL N. HODGES, Vice President

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On the 21st day of August, 1980, personally appeared before me James M. Gammill, who being by me duly sworn, did say that he is tte President of Hodges & Gamin, **Inc.**, and that **said** instrument was signed in behalf of said corporation *by* authority of a resolution of its board of directors, and said James B. Gammill acknowledged to ire thatC said corporation executed the same.

(Seal)

(Signed) \_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
8/21/83

Residing at: Salt Lake City, Utah

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On the 21st day of August, 1980, personally appeared before ne, Paul N. Hodges, who being by me duly sworn, did **say** that he is the Vice President of Hodges & Gamnill, Inc., and that said instrument was signed **in** behalf of said corporation by authority of a resolution of its board of directors, and said Paul N. Hodges acknowledged to me that said corporation executed the same.

(Seal)

(Signed) \_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
8/21/83

Residing at: Salt Lake City, Utah