

SHETLAND MEADOWS, L.L.C.  
470 EAST 3900 SOUTH, #200  
SALT LAKE CITY, UTAH 84107

Entry # 101781 Book 474, 353  
DATE 10-17-1997 16:29PM  
FEE: 49.00 CHECK  
DONNA S. MCKENDRICK, RECORDER  
FILED BY RGO  
FOR FIRST AMERICAN TITLE COMPANY  
TOOELE COUNTY CORPORATION

DECLARATION OF ✓✓✓

COVENANTS, CONDITIONS AND RESTRICTIONS ✓✓✓

SHETLAND MEADOWS MEADOWS, PHASE 2 SUBDIVISION

THIS DECLARATION is made this 2<sup>nd</sup> day of October 1997, by Shetland Meadows L.L.C., , hereinafter referred to as "Declarant."

WITNESSETH

Declarant is the owner of certain property (hereinafter the "Lots") in Tooele City, Tooele County, State of Utah, more particularly described as follows:

12-24-209A

All of Lots 201 through 222, Shetland Meadows Subdivision, Phase 2 according to the official plat thereof filed with the Tooele County Recorder in Tooele

12-24-209B

County, Utah. 12-24-201 through 12-24-208

12-24-210A

12-24-210B

12-24-211A

12-24-211B

WHEREAS, Declarant intends that the Lots, and each of them together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Michael M. Brodsky and Gordon S. Etter. Each representative may represent and act in behalf of the committee. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor representative shall be entitled to any compensation for the services performed pursuant to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of

external design color and location in relations to surrounding structures and topography by the Architectural Control Committee.

## ARTICLE 11

### RESIDENTIAL AREA COVENANTS

SECTION 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one attached single family dwelling not to exceed two stories in height, and private garages for not more than two vehicles. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling, Duality and Size. The finished habitable area of any private dwelling shall be 900 sq. ft. or more. All of the above square footage's are exclusive of open porches and garages. A covered breezeway between the garage and the home is acceptable.

SECTION 3. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Tooele, Tooele County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easement. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. 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. Installation of satellite dishes shall be restricted to rear yards of the lots. No clothes line or other such structure shall be erected in the front yards of the lots. Parking of RV vehicles is restricted to driveways or parking areas wholly contained on the lots.

SECTION 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 7. 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.

**SECTION 8. Landscaping.** All front and side yards must be landscaped within one (1) year after dwelling is occupied. Rear yards must be landscaped within two (2) years of occupation of dwelling.

**Section 9. Party Walls.**

a). Each wall that is built as a part of the original construction of the dwellings upon the Lots and placed upon the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b). The cost of reasonable repair and maintenance of a part wall shall be shared by the Owners who make use of the wall in proportion to such use.

c). If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner (s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the other(s) under any rule of law regarding liability for negligence or willful acts or omissions.

d). Notwithstanding any other provision of this section, any Owner who by its negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e.) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to each Owner's successors in title.

f.) In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one (1) arbitrator, and such arbitrators shall jointly choose one (1) additional arbitrator, and the decision shall be by the majority of the three (3) arbitrators.

g.) The rules applicable to party wall shall also apply to any party fences.

**ARTICLE III**

**GENERAL PROVISIONS**

**SECTION 1. 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 restriction herein contained shall in no event be deemed a waiver of the right to do to thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Home Owners, (one vote per home owner), which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 02<sup>nd</sup> day of October, 1997

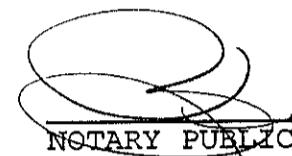
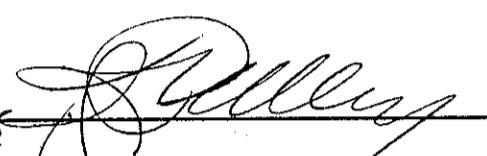
DECLARANT

Shetland Meadows L.L.C.

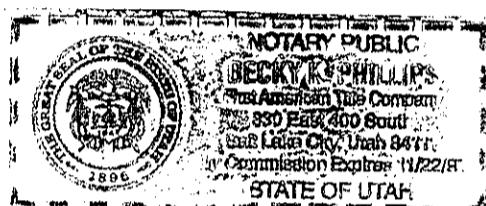
by: Hamlet Development Corporation,  
Michael M. Brodsky, President  
Managing Member

STATE OF UTAH )  
) SS:  
COUNTY OF SALT LAKE)

I HEREBY CERTIFY THAT ON THIS 2ND DAY OF OCTOBER, 1997 BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, PERSONALLY APPEARED MICHAEL M. BRODSKY, CHAIRMAN OF HAMLET HOMES CORPORATION, MANAGING MEMBER OF SHETLAND MEADOWS L.L.C., A UTAH LIMITED LIABILITY COMPANY, AND THAT HE, AS SUCH MEMBER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING DECLARATION FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF SAID ENTITY BY HIMSELF AS MEMBER, AND ACKNOWLEDGED THE FOREGOING DECLARATION TO BE THE ACT AND DEED OF SAID ENTITY.

   
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_ RESIDING AT: \_\_\_\_\_



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