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**DECLARATION OF AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS OF LITTLE MEADOWS ESTATES**

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) made and executed this 8<sup>th</sup> day of February, 2005 by Little Meadows Estates Homeowners Association hereinafter referred to as the "Association".

**RECITALS:**

A. Declarant is the record Owner of that certain tract of real property located in Piute County, Utah (approximately 1 mile east of Otter Creek Lake). More particularly described as follows (the "Property"), to-wit:

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference

- B. Declarant desires to oversee continued development of Little Meadows Estates for preservation of the values, for the maintenance of the improvements and Common Areas and preservation of any protection zones within or in proximity to this Development. To this end and for the benefit of the Property and owners thereof, Declarant desires to subject the Property and each Lot therein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.
- C. For the efficient preservation of the values and improvements in this Development, Little Meadows Estates Homeowners Association, a Utah non-profit corporation, has been formed which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments, and enforce the provisions of this Declaration.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares that all of the Property described above together with each Lot therein shall be held, occupied, sold, transferred and conveyed subject to the following covenants, conditions, restrictions, easements, and Management Policies which shall (a) run with the Property and each respective Lot in the Development; (b) be binding on all parties having any interest in any Lot within the Development and their respective heirs, successors and assigns; and (c) shall inure to the benefit of Declarant and each Owner of a Lot in the Development. Should a lot owner violate any of the said CC&Rs contained herein, the Declarant will have the right of reentry and abatement without liability for damages. The acceptance of these CC&Rs by each purchasing lot owner shall be construed as an acceptance of all the terms and conditions as contained herein, and by such acceptance, said owners and/or guests shall be bound to these terms and conditions.

E 103638 B 116 P 0541  
Date 8-FEB-2005 11:36am  
Fee: 44.00 Check  
SHANE MILLETT, Recorder  
Filed By RC  
For PAUL BLAD  
PIUTE COUNTY CORPORATION

ARTICLE II

**PROPERTY RIGHT IN COMMON AREAS**

2.1 **Owners' Easements of Enjoyments.** Each Owner shall have a right and easement of use and enjoyment in and to the Common Areas including any that may hereafter be brought within the Development, subject to the limitations on use described in the Declaration. Such right and easement shall be appurtenant to and shall pass with title to each lot in the Development and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family Members, household quest, tenant, lessee, contract purchaser, or other person who resides on such Member's Lot.

2.2 **Form for Conveyance.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

LOT NO. \_\_\_\_\_ contained within Little Meadows Estates Development, as this lot description is identified in the county Plat recorded as \_\_\_\_\_ and as described in Exhibit A of the "Declaration of Covenants, Conditions, and Restrictions of Little Meadows Estates"; TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described in said Declaration of Covenants, Conditions, and Restrictions; SUBJECT TO easements, reservations, and restrictions of record, including those contained in the recorded Declaration of Covenants, Conditions and Restrictions applicable to this property; and FURTHER SUBJECT TO reservation of all oil, gas and all other mineral rights including the right to extract the same, and subject to a reservation of all water rights and water stock of any kind or nature.

Whether or not the description employed in any such instrument in in the above specified form, however, all provisions of the Declaration shall be binging upon and shall inure to the benefit of any party who acquires any interest in a Lot.

2.3 **Transfer of Title.** Declarant agrees that it shall convey to the Association title to the Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities and subject to all easements, restrictions and encumbrances or record or observable on the land or enforceable at law or in equity).

2.4 **Limitations of Easement.** Each Member's right and easement of use and enjoyment of his respective Lot and the Common Areas shall be subject to the following:

- (a) the right of the Association to suspend the voting rights in the Association and the right of the Association to suspend or restrict the right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 90 days for any infraction of its rules and regulations as set

**ARTICLE I**

**DEFINITIONS**

- 1.1 "Association" shall mean and refer to Little Meadows Estates Homeowners Association, a Utah non-profit corporation, its successors and assigns.
- 1.2 "Board" shall mean the governing membership of the Homeowners Association.
- 1.3 "Common Area" shall mean and refer to that part of the Property, if any, which is not included within the lots as described on the Plat, including all roadways and other improvements other than utility lines now or hereafter constructed or located thereon.
- 1.4 "Declarant" shall mean and refer to Little Meadows Estates, L.L.C., a Utah Limited Liability Company.
- 1.5 "Development" shall mean and refer to the Property as described by the Plat as defined herein and any other future developments decided upon by Declarant.
- 1.6 "Lot" shall mean and refer to any plot of land shown as such upon any recorded final plat map of the properties with the exception of the Common Area.
- 1.7 "Member" shall mean and refer to every person who holds membership in the Association. Membership in the Association shall be limited to Owners and Declarant.
- 1.8 "Owner" shall mean and refer to the person or legal entity who is the owner of record (in the office of the County recorder of Piute County, Utah) of a fee or an undivided fee interest in any lot in the Development. 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 of any arrangement or proceeding in lieu thereof.
- 1.9 "Plat" shall mean and refer to the subdivision plat of the Development (Phases I, II, and III) as recorded in the office of the County recorder of Piute County, Utah.
- 1.10 "Property" shall mean and refer to that certain real property described in Recital "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

forth in this Declaration and as may be published by the Board of Directors of the association:

- (b) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, special service district, authority or other entity for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by vote of the majority of the Members of the Association in accordance with the notice and other provisions provided in the Bylaws of the Association.
  - (c) the right of the Declarant and/or the Association to control inoperable vehicles of any kind or nature located upon any Lot, Common Area, open space, or protection zone; said areas restricted to the extent that no vehicles not in operable condition of any kind or nature shall be left upon any Lot, common area, open-space or protection zone for a period of time in excess of fifteen (15) days. In the event an infraction occurs of this subsection (c), the Declarants and/or the Association shall have the right to remove said inoperable vehicle and charge the owner thereof any and all expenses incurred in doing so;
  - (d) the right of Piute County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any road, parking area, walkway, or open area contained with the Property for purposes of providing police and fire protection, and providing other governmental or municipal services; and
  - (e) the right of the Declarant, any Lot Owner and/or the Association to enforce the provisions of this Declaration.
- 2.5 **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Area, if any, and any open-space, as well as any facilities located thereon to the Members of his family, his tenants, or in the event of a sale of said Owner's interest, then to the purchaser thereof. The right to the use of the Common Area and open-space, if any, will not be separated from lot ownership, but the two shall be appurtenant.
- 2.6 **Parking.** Each Owner and his family and/or guests shall park their vehicles of any kind and their All-Terrain Vehicles (ATVs) and/or boats solely on the applicable Owner's Lot. No vehicles of any kind or ATVs or boats shall be parked anywhere else in the Development.
- 2.7 **Reservation of Mineral Rights.** All oil, gas and other mineral rights shall be retained by the Declarant, and the same shall not and do not pass with the land.
- 2.8 **Water Restriction.** Culinary Water shall be supplied to each Lot within the Development. Said water shall be used for culinary purposes only inside the cabin/home, and not for the sprinkling of lawns outside of the Owner's cabin/home. Other restrictions and/or allowances may be decided upon by the Homeowners Association in accordance to Utah State Division of Water Rights.

ARTICLE III

**MEMBERSHIP AND VOTING RIGHTS**

3.1 Membership. Every Owner shall be a member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2 Voting Rights. Voting membership is described as follows:

Members shall be all Owners and Members shall be entitled to one vote in behalf of each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any lot. Declarant maintains the same voting privilege of one vote per lot with ownership of unsold lots.

3.3 Multiple Ownership Interest. Each Lot shall carry with it the right to one vote in the Association regardless of the number or type of Owners of the Lot. In the event there is more than one Owner of a particular Lot, the single vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

ARTICLE IV

**COVENANT FOR MAINTENANCE ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not is shall be so expressed in such deed, is deemed to covenant and agree with each other and with the Association to pay to the Association; (1) annual assessments or charges, and (2) special assessments for such purposes as determined from time to time by the Association. Such assessments shall be established and collected as hereinafter provided. Such assessments shall be fixed, established and collected from time to time as provided in this Article IV. In addition to the foregoing, any Special Service District created by Piute County for any common purpose shall have the authority to make assessments which shall likewise become a lien on the respective Lots in accordance with the Statutes of the State of Utah, any applicable ordinances of Piute County and the rules and regulations of the applicable special service district.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, security, and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, common areas, roads, wells, reservoirs, utility delivery systems, lines, pipes, and improvement and maintenance of facilities installed or constructed for such purposes (collectively "Common Facilities"), together with snow removal from common roads within and/or to or from the Development (if approved by the members), insurance on the common area and for the liability protection of the Trustees, and for any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

4.3 Regular Assessments. The amounts and due dates of regular assessments shall be determined by the Trustees, based upon advance estimates of the Association's cash requirements for the fiscal year for which the assessment is levied, giving due consideration to the current costs and future needs of the Association, including, without limitation, expenses arising out of or connected with the maintenance and improvement of the Common Areas.

4.4 Special Assessments. In addition to the regular assessments, the Association may in any fiscal year and at any time levy special assessments in amounts to be determined by the Trustees, for the purpose of paying, in whole or in part, the cost of construction, reconstruction, repair or replacement of capital improvements, costs of repair, replacement or improvement of any of the Common Facilities, for acquisition of water rights and/or for such other purpose as may be beneficial to the Members.

4.5 Annual Assessment. Until otherwise deemed necessary by the Association, the minimum annual assessment shall be One Hundred Eighty Dollars (\$190.00) per Lot for those with cabins/homes in place or being built. Those lots that are sold yet not having a cabin/home in place or being built shall be assessed at 50% the annual assessment (\$95). Declarant is not assessed for unsold lots still in his/her name. The minimum annual assessment may be increased each year as deemed necessary to cover Homeowner Association costs.

4.6 Exempt Property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein; however, no land or improvements devoted to a dwelling use shall be exempt from said assessments.

4.7 Uniform Rate of Assessment. Both annual and special assessments will be fixed at a uniform rate for all sold Lots except for unusual exposure or other unusual conditions, and may be collected on a yearly basis (or monthly basis where deemed necessary).

4.8 Date of Commencement of Annual Assessments. The Board of Trustees of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees of the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear

interest from the date of delinquency, both before and after judgment, at the rate of twelve percent (12%) per annum.

4.9 Certificate Regarding Payment Upon the request of any Owner or prospective purchaser of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

4.10 Creation of Lien. All sums assessed to Owners of any Lots within the Development pursuant to the provisions of this Article, together with late charges and interest thereon as provided herein, and all costs of collection including reasonable attorney's fees shall automatically be secured by a lien on such Lot in favor of the Association. To evidence and provide notice of a lien for sums assessed pursuant to this Article, the Trustees may, but shall not be obligated to, prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the Piute County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment.

4.11 Personal Obligation of Owner. The amount of any annual or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same and may be brought in the same action as one seeking to foreclose the lien as an alternative claim. In the event of any suit to recover a money judgment of unpaid assessments hereunder, the applicable Owner shall pay the costs and expenses incurred by the Association in connection herewith, including reasonable attorney's fees.

4.12 Liability of Purchaser. The personal obligation of an Owner to pay unpaid assessments against his Lot as described above shall not pass to successors in title unless assumed by them. Provided, however, a lien to secure unpaid assessments shall not be affected by the sale or transfer of the Lot unless foreclosure by a First Mortgagee is involved in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further assessments.

4.13 Foreclosure. No action shall be brought to foreclose the lien for delinquent assessments nor shall any charge to proceed be given under the power of sale herein provided less than ninety (90) days after the date a notice of claim of lien is deposited in the United States Mail, certified or registered, addressed to the Owner at his address on the County records or as forth in the records of the Association, and such notice is recorded in the Piute County Recorder's Office. A lien for delinquent assessments may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of private sale of deeds of trust or in accordance with judicial foreclosure of deeds of trusts or mortgages or in any other manner permitted by law. In any exercise of a power of sale remedy, the Association may appoint its attorney or any title insurance company to act as the trustee in connection with such sale and said trustee shall have all of the rights and powers necessary to convey title to the Lot to the purchaser at any foreclosure sale. In any such foreclosure, the Owner shall be required to pay the costs and

expenses of such proceeding (including reasonable attorney's fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Owner shall be personally obligated to pay any deficiency remaining due.

4.14 Curing the Default. Any Owner may cure any default at any time prior to any foreclosure sale by paying the amount of the delinquent assessment, accrued interest, all costs and expenses incurred and the costs and expenses of preparing and recording any notice or release of lien and dismissal of any lawsuit. Upon the timely curing of any default for which a notice of claim of lien is made by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice.

4.15 Remedies Cumulative. The right to pursue a personal action to recover the amount of the delinquent assessment and the right to foreclose the assessment lien shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law. All remedies provided herein are cumulative and the exercise of any remedy at anyone time shall not preclude the exercise of any other remedy either concurrently or at any other time.

4.16 Failure to Not Enforce a Waiver. The failure of the Association to enforce any of the covenants contained in the Declaration shall not constitute a waiver of the right to enforce the same thereafter at any time.

4.17 Mortgage Protection. In the event an Owner neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration, the Association shall at any time thereafter give written notice of such fact to the holder of any first mortgage (or trust deed) covering such Owner's Lot.

All assessments of the Association and the lien thereof shall be subordinate to the lien of any first mortgage or deed of trust on a Lot. Each holder of a first mortgage lien on a Lot who comes into possession of the Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such entity comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgaged Lot.

Unless all holders of first mortgages (or trust deeds) on the individual Lots have given their prior written approval, neither the Association nor any other party shall be entitled to alter the provisions of Section 4.7 of Article IV or, by act or omission, seek to abandon or materially alter the arrangement which is established by this Declaration.



ARTICLE V

**GENERAL USE RESTRICTIONS**

All real property within the Development shall be held, used and enjoyed subject to the following limitations and restrictions:

5.1 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and living units. No admission fees, charges for use, leases, or other income generation arrangement of any type shall be employed or entered into with respect of any portion of the Common Areas.

5.2 Use of Lots and Living Units; Nuisance. All Lots are intended to be improved with living units and are restricted to such use. 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 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 covering the Common Areas.

5.3 Leases. The terms and provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association are binding on any lessee of any Lot in the Development. Any lease agreement between an Owner of a Lot within the Development and a lessee thereof shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction of the right of any Lot Owner to lease his/her Lot or unit.

5.4 Easements. Easements for installation 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. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

5.5 Rubbish, Annoying Odors, Lights, and Sounds. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot or property within the Development and no odors shall be permitted to arise therefrom so as to render any such Lot or property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or property in the vicinity thereof or to its occupants. All trash shall be kept in covered containers and sealed to prevent animals from gaining entrance to the containers. All trash must be regularly removed from the Development by that Lot owner at that owner's expense. Waste removal shall occur at least as often as necessary to prevent noxious odors from arising and/or from insects and pests from accumulating. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive

or detrimental to any other property in the vicinity thereof or to its occupants. Without emitting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devises (other than security devises used exclusively for security or fire protection purposes) shall be located, used or placed on any property within the Development without prior written approval of the Association. No outside generators shall be permitted on any Lot except solely for construction purposes. No light shall be emitted from any Lot which is unreasonably bright or which causes unreasonable glare, except where such lights (including free standing lights and motion lights) are deemed absolutely necessary by the Committee for safety and security purposes. Any light used to illuminate garages, patios, parking areas or for other purposes shall be so arranged as to reflect light away from adjacent Lots.

**5.6 Animals.** No animals of any kind shall be raised, bred or kept except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose on the property. Such animals as are permitted shall be strictly controlled and kept pursuant to the Piute County ordinance prohibiting dogs from being off the premises of the owner and not under control. No livestock shall be permitted within this Development except horses on a temporary basis when the Owner is present. All permitted animals shall be restricted to the Owner's premises or shall be under the owners' immediate supervision and control. In addition, each owner shall at all times comply with all applicable ordinances of Piute County with regard to animals of any kind in the Development.

**5.7 Temporary and Other Structures.** Structures of a temporary nature, trailers, motor homes, tents, shacks, garages, barns or other out-buildings shall not be used as a permanent living residence. No old or secondhand structures shall be moved onto any of the Lots within the Development, it being the intention hereof that all dwellings and other buildings be erected on said Lots, or within said subdivision, shall be new construction and of good quality, workmanship and materials.

**5.8 No further subdividing.** No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (excluding Declarant); provided, however, that nothing herein shall be deemed to prevent the transfer or sale of any Lot or living unit to more than one person to be held by them as tenants in common, joint tenants by the entirety or as community property or any sale or transfer to a legal entity.

**5.9 Unsightly Articles.** No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be screened from view from the road. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, shrub, or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

**5.10 Overnight Parking in Winter.** No vehicles of any kind, including but not limited to automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, snowmobile trailers, mobile homes, motor, two, three and four wheeled motor vehicles or off road vehicles of any type, or other wheeled vehicles shall be permitted to be parked on any street within

the Development if snow is on the roads and if the roads within the Development are provided with snow removal from or by any source including by the Association, Piute County or any special service district created for this purpose.

5.11 No Hazardous Activities. No activities shall be conducted on any property and or improvements constructed on any property within the Development which are or might be unsafe or hazardous to any person or property.

5.12 Repair of Buildings. No improvement upon any property within the Development shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair.

5.13 Access. All travel within the development is restricted to road right-of-ways. Anyone taking "short-cuts" between roads is trespassing.

5.14 Motorbikes, etc. All motorcycles, trail bikes, three-wheelers, four-wheelers, automobiles, two, three or four-wheel drive recreational type vehicles are to be operated only on established roads with the Development. The Bureau of Land Management (BLM), the Declarant, and the Lot owners may restrict or prohibit access to their respective properties. In such event any unauthorized entrance thereon shall constitute a trespass.

5.15 Hazardous or Toxic Substances. There shall be no "hazardous" or "toxic" substances as those terms are defined under applicable federal, state, county or local laws at any time stored or disposed of on or under any portion of the Development, including without limitation, on or under any Lot or any of the common areas for any purpose.

5.16 Land Use. No land within the Development is to be used except for home sites, utilities (including water, electrical power and telephone), access, ingress and egress and for recreational purposes. No agricultural, industrial or commercial business or enterprise of any kind or nature shall be carried on upon any of the Lots. Notwithstanding, the foregoing or anything herein to the contrary, nothing herein shall prevent the Declarant from selling lots in this Development and/or from selling log or wood homes or any portion thereof or any furniture, furnishings, fixtures or equipment for homes in the Development or for home in any other Development.

5.17 Open Fires. Open fires are permitted only in safe and sanitary pits or containers and must at all times be attended. All fires and ashes shall be completely soaked with water prior to being left unattended.

5.18 Wildlife Protection. All wildlife shall be protected within the boundaries of the Development for the present and continued enjoyment of all parties hereto.

5.19 Fire Hazards. All fire hazards of any nature shall be removed from the Lot(s) by the Owner thereof at the expense of said Owner, upon request by the Board of Trustees of the Association or its duly appointed agents. In the event said individual Owner fails to comply with any such request within ten(10) days after receipt thereof, the Association shall have the authority, but not the obligation, to take such corrective action as it deems necessary and said individual and Member

shall be responsible to reimburse said Association for any and all expenses reasonably incurred by it in removing said fire hazard. Notwithstanding the foregoing, the Association shall have the authority, but not the obligation, to immediately remove any fire hazard from any lot which constitutes an imminent danger of fire. The Association shall not have liability for any action it takes in good faith or fails to take in connection with the authority granted under this Section. All such costs incurred by the Association shall be a lien on such individual Member's Lot(s) and may be foreclosed in the manner provided in Article IV. Fireworks (including, without limitation, sparklers, caps, firecrackers, etc.) are prohibited everywhere throughout the Development.

5.20 Firearms. The discharging of firearms of any kind (including, without limitation, shotguns, rifles, 22's, BB guns and pellet guns) shall be prohibited in all portions of the Development.

5.21 Easements. All public utility and drainage easements are 15 feet on all fronts and rear lot lines and 7.50 feet on side lot lines unless otherwise specified on official county records of surveyed plats. Each Lot Owner hereby expressly conveys and grants to each other Lot Owner and to the Association easements of access, ingress, and egress over such utility easements for the purpose of maintaining, repairing and installing utility facilities, lines, pipes and cables of every description.

5.22 Trailers/Motor Homes. Except as otherwise expressly provided herein, house trailers, mobile homes and motor homes are not permitted on a permanent basis on any Lot within this Development. Notwithstanding the foregoing, house trailers or motor homes are permitted on a temporary basis on any Lot for a maximum period of six (6) months during regular and *bona fide* construction of a cabin or home on such Lot for the exclusive purpose of housing those actually working on the cabin or home. This six (6) month period may be extended for up to an additional six (6) months (to include the summer season) on application to the Board of the Homeowners Association. The Board may grant extensions provided that construction of the cabin or home has been regularly progressing on a good faith basis. In addition, the Owner of an existing Lot with a completed cabin/home thereon may give temporary permission, not to exceed two weeks, for guests to park their house trailers and motor homes on that owner's Lot. All such house trailers and motor homes shall be parked on the Lot and not on the road.

5.23 One Lot. Each Lot covered shall be entitled to have only one residential building constructed thereon, and no Lot covered hereunder shall be subdivided into smaller parcels.

5.24 Exemption of Declarant. Nothing in this Declaration shall limit the right of Declarant to complete excavation, grading and construction of improvements to any portion of the Development or to any property servicing the Development or to construct additional improvements as Declarant deems advisable in the course of development so long as any Lot remains unsold. Further, notwithstanding anything in the Declaration to the contrary, nothing in this Declaration shall prevent the Declarant from advertising by model homes, signs, brochures or otherwise on any lot he/she owns and/or at entrances to the Development the sale of lots and/or the sale of log or wood home and/or any portion thereof or any furniture, furnishings or equipment for homes and/or from selling the same in this Development for this or for any other Development.

VI

**ARCHITECTURAL CONTROL**

6.1 Architectural Control Committee. The Board of the Association (minimum of three members) has the option to act as the Architectural Control Committee or may appoint a Committee consisting of three members which shall insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners.

6.2 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the property conform to and harmonize with the location of this Development and the existing surroundings and structures. The Committee shall have no liability to any lot owner for any action or inaction in connection with the good faith performance of their duties as set forth herein.

6.3 Land Use and Building Type. No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted on any Lot other than one detached single family dwelling not to exceed 35 feet in height (as per Piute County Subdivision Ordinance), a private garage for the Owner's vehicles, boats, snowmobiles, R.V.'s and 4 wheelers and a single storage shed.

6.4 Approval Procedure. Any plans and specifications for building upon a Lot by an owner and/or builder must be submitted to the Committee for approval prior to commencing construction. Such approval is conditioned upon compliance with the following procedure:

- a. The Owner/builder signing a statement in form prepared by the Committee indicating that he has read and understood these Covenants, Conditions and Restrictions and is willing to abide by the same and in particular the building restrictions set forth in Article VII hereof;
- b. The Owner/builder submitting:
  - 1) A site layout plan showing the proposed home/cabin as it will be situated on the Lot
  - 2) Finish grade plan specifying elevations of the basement floors, main floors, second floors and roof.
  - 3) An engineer's design attesting to the integrity of the design and adequacy of the proposed materials specific for the area.
  - 4) Specification for exterior construction material
- c. The Owner/builder obtaining a construction permit issued by Piute County.

Any subsequent changes, improvements, or alteration in any of the foregoing must be submitted to the Committee for written approval.

Any approval or disapproval must be made in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

6.5 Construction Completion. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion.

6.6 No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VI.

6.7 Exception for Declarant. The foregoing provisions of this Article VI and provisions of Article VII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time following the date on which this Declaration is filed for record in the office of the County Recorder of Piute County, Utah.

VII

**BUILDING RESTRICTIONS**

7.1 Building Location. The location of each home, cabin, driveway and accessory building shall meet all front, rear and side-yard set back requirements of Piute County.

7.2 Dwelling Height and Size. No Lot or parcel of land in the development shall have a building or structure which exceeds a height of 35 feet. Chimneys, flagpoles, and similar structures are excluded in determining height. The ground floor area of the main structure of any dwelling on any Lot, exclusive of one story open perches/decks and garages, shall not be less than 800 square feet for a one story dwelling.

7.3 Permissible Lot Coverage. All buildings, including accessory buildings and structures, shall not cover more than forty (40) percent of the area of the Lot or parcel of land.

7.4 Dwelling Construction. In order to promote a harmonious development and protect the character of the Development given its location, the following guidelines are set out:

- a. Dwelling styles, design, alterations or additions will conform to standards determined by the Architectural Control Committee. No modular, Geodesic Dome, or Mansard roof may be constructed or erected in this Development.
- b. Exterior construction materials shall be limited to log, natural stone, rough sawn or resawn wood siding or log siding and shall be in earth tones indigenous to the area or commonly used on log or wood homes or cabins. Aluminum siding, plywood or press board siding is expressly prohibited; however, aluminum soffits and/or roof in earth tone colors that blend with the building are permitted.
- c. Location of all storage or utility buildings, garbage and refuse containers, air conditioning equipment, clothes drying lines and utility pipes, etc. must be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.
- d. Any light used to illuminate garages, patios, parking areas or for any other purposes shall be so arranged as to reflect light away from adjacent residences.

7.5 Fences. Fences or walls shall exclusively be of wood pole. No fence or walls of chain link, wire mesh, cinder block, vinyl, or unpainted concrete block shall be allowed. Natural stone gate or entry posts are permitted.

7.6 Watering. In order to protect the water rights for this Development, there can be no watering of outside lawns or grass. The existing water rights permit only domestic and culinary use. Limited use of water for trees, shrubs, plants will be according to guidelines established by the Homeowners Association and may be subject to immediate change due to water conditions.

7.7 Drainage. There shall be no interference with the established drainage pattern over any property within the Development unless adequate provision is made for proper drainage and is approved by the Committee.

7.8 Lot Clean up During and After Construction. Each Lot shall be kept reasonably free from debris, garbage and waste building materials during construction of any building on the Lot. No debris, garbage, waste or building materials, excess or otherwise may be stored, placed, or left on any other Lot or on any portion of the Common Areas. Vehicles and equipment must not be stored on any other Lot or on any portion of the Common Areas during construction. Dirt or soil incident to excavation and/or construction must not be placed on any other Lot or on any portion of the Common Areas. Following construction, all debris, garbage, waste, or excess building materials must be removed from the Lot and piled dirt shall be leveled consistent with the general terrain of the area.

7.9 Road Damage Repair. Each Lot Owner who excavates in any manner into the road or causes any excavation of any kind into the road in this Development shall promptly repair the road at his expense, including compaction, to at least as good a condition as the road was prior to excavation.

## VIII

### MISCELLANEOUS

8.1 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 a Member or Owner, at the latest address for such person, appearing in the records of the Association at the time of mailing. It shall be the duty and responsibility of each Owner and Member to promptly notify the Association of all changes of address.

8.2 Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulation and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

8.3 Amendment. Any amendment to this Declaration shall require the affirmative vote of at least a majority of all membership votes in accordance with the notice and other provisions of the Bylaws of the Association. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Association. In such instrument an officer or director of the Association shall certify that the vote required by this Section for amendment has occurred.

8.4 Declarant's Rights Assignable. The rights of Declarant under this Declaration or in any way relating to the Property may be assigned at the sole and absolute discretion of Declarant.

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



enforceability of the remainder thereof. This Declaration shall be liberally construed to effect all of its purposes.

8.6 Covenants to Run With Land. This Declaration and all of the 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 Declarant, all parties who hereafter acquire any interest in a Lot or in the Common Areas, and their respective grantees, transferees, heirs, personal representatives, successors and assigns. Each Owner or occupant of a Lot or living unit shall comply with, and all interests in all Lots or in the Commons Areas shall be subject to, the terms of this Declaration and the Provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

8.7 Enforcement. The Association, and/or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, management policies, and reservations, and charges now or hereafter imposed by the provisions of this Declaration, and in addition to all other remedies, shall be entitled to recover reasonable attorney's fees and costs incurred. In the event for any reason any Owner fails to comply with the provisions of this Declaration within ten(10) days after written notice so to do, the Association may, but shall not be obligated to, take whatever action is necessary to bring the lot or any building or improvement thereon into compliance. Each non-complying Owner shall be liable to the Association for all costs, fees (including reasonable attorney's fees) and expenses of any kind or nature incurred by the Association in causing compliance and/or bringing a non-complying lot and/or any improvement thereon into compliance with this Declaration. All such costs, fees (including reasonable attorney's fees) and expenses shall be a lien on the applicable lot in favor of the Association and shall subject the lot to foreclosure in the manner provided for foreclosure of delinquent assessments. The Association's remedies are cumulative, and the exercise of any remedy by the Association at any time shall not preclude the exercise of any other remedy, either simultaneously or at any other time. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or give rise to any claim of estoppel. The Association shall not have any liability of any kind or nature for failure to enforce the terms, provisions, restrictions, covenants and/or conditions of these CC&Rs.

Little Meadow Estates Homeowners Association

Notary Public

By: Paul Blad  
Paul Blad, Manager

Rick Cannon

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this Instrument this 8<sup>th</sup> day of February, 2005 in the State of Utah, County of Piute.

Paul Blad, Little Meadows Estates, LLC.



