

After Recording Return To:  
Green Meadow Villas L.L.C.  
c/o  
Rod & Jake Thompson  
2990 North 1600 East  
North Logan, Utah 84321

Ent 1175406 Bk 1959 Pg 1565  
Date: 11-Jul-2017 10:48 AM Fee \$26.00  
Cache County, UT  
Michael Gleed, Rec. - Filed By JA  
For ROD & JAKE THOMPSON

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREEN MEADOW VILLAS, HYRUM UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Declaration") is made on the date evidenced below by Green Meadow Villas L.L.C., a Utah limited liability company, and/or its Assignee (hereafter "Declarant").

**RECITALS**

A. The Declarant is the owner of certain land in Cache County, Utah, shown on the plat map entitled, "Green Meadow Villas" to be recorded among the Recorder's Office of Cache County, Utah, Recorder's Office (the "Recorder's Office"), in Plat Book 2016, No. 2924, (hereinafter "Green Meadow Villas").

B. All Owners of lots, their successors, heirs and assigns identified in this Declaration shall have the right to enforce these covenants, conditions and restrictions.

C. Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions and restrictions (collectively, the "Covenants" or "CC&R") for the purpose of:

- (1) Helping to insure uniformity in the development of the Lots;
- (2) Creating certain covenants and use restrictions to help protect long term property values and a desired quality of life; and
- (3) To facilitate the sale by the Declarant, its successors and assigns, and by individual Owners of the land in the Community by reason of its ability to help assure such purchasers of uniformity and basic restrictions intending to preserve property values over time.

NOW, THEREFORE, the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of, and to be observed and enforced by, the Declarant, its successors and assigns as well as by all purchasers of Lots, to wit:

## ARTICLE I

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DEFINITIONS The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Builder" means any person or entity, if any, other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.2 "Community" means all of the land described in the attached Exhibit "A."

1.3 "Declarant" means Green Meadow Villas LLC, and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer, in writing, all of its right, title and interest in the Property in its entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.4 "Improvements" means every structure or improvement of any kind, including but not limited to landscaping required herein and any residence, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.5 "Lot" or "Lots" means a subdivided parcel, lot or plot of ground within the Property and as designated on the Plat Map.

1.6 "Owner" means the person or persons who are vested with record title and owning any Lot (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract) whose interest in the Lot is held in fee simple according to the records of the County Recorder of Cache County, Utah.

1.7 "Plat Map" means the plat map entitled, "GREEN MEADOW VILLAS" to be recorded among the Recorder's Office of Cache County, Utah, and any plats recorded among the Recorder's Office in substitution thereof or amendment thereof, plus any amendment annexing Additional Property to GREEN MEADOW VILLAS as provided in Article III below.

1.8 "Property" means all of the real property described in attached Exhibit "A."

1.9 "Townhome Lot" means those Lots upon which there are constructed a Single Family (hereinafter defined) condominium residence.

1.10 "Single Family Residence" shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage or similar attached or out-building.

1.11 "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not related, together with their domestic Help or servant(s), who maintain a common household in a dwelling.

1.12 "Municipally Approved Plan(s)" shall mean any plan(s) approved by authority of Hyrum City UTAH.

1.13 "HOA" shall mean a Board of Directors elected by the Owner(s) for the purpose of managing and maintaining GREEN MEADOW VILLAS after the Declarant turns over the Property to said HOA.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

2.1 Submitted Property. The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Cache County, Utah, also known as the "Community," and is described on Exhibit "A" attached hereto, all of which real property is also referred to herein as the "Property." Declarant declares that all of the Property shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions and restrictions described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner.

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## ARTICLE III

### PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy. Each Lot shall be bound by, and the Owner shall comply with, the restrictions contained in this Declaration for the mutual benefit of the Owners.

3.2 Right of Ingress and Egress. Each Owner shall have a right of ingress to and egress from their Lot, with such right being perpetual and appurtenant to the Lot ownership.

3.3 Restriction on Lot Division. All Owners are prohibited from further subdividing any and all Lots subject to this Declaration.

3.4 Easements Shown on the Plat Map. Lots shall be subject to the easements shown on the Plat.

## ARTICLE IV

### ENCROACHMENTS

4.1 No Encroachment. No Lot shall encroach upon an adjoining Lot. If, however, an encroachment occurs due to the settlement or shifting of a structure or any other reason whatsoever beyond the control of any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

4.2 Conveyance Subject to Easement. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

4.3 Liability. Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat Map.

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## ARTICLE V

### ARCHITECTURAL CONTROL PROVISIONS

5.1 Land Use and Building Type. Each Lot shall be used exclusively for the construction and occupancy of a Single Family Townhome Residence to be occupied by a single family. Except as may be specifically provided in this Declaration, no building shall be erected, altered, placed or permitted to remain on any Lot other than (1) one Single Family Residence or dwelling, and shall be built in accordance with the Municipally Approved Plan(s).

5.2 One (1) Playground for GREEN MEADOW VILLAS will be provided in two (2) Phase(s) of Construction, and will be built by Developer/Declarant, to the specification(s), material(s), and content(s), pursuant to Municipally Approved Plan(s)

5.3 Improvements. (a) Completion of Improvements. Construction of all Improvements, including painting and all exterior finish, shall be in compliance and accord with the Municipally Approved Plan(s). All construction activities shall conform to Hyrum City ordinances and/or regulations. (b) Landscaping of the Lot shall be in compliance and accord with the Municipally Approved Plan(s).

(c) Carports are not permitted. (d) No Temporary or Prefab Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained within the Property, with the exception of those temporary structures permitted pursuant to Section 5.4 below (e) Mailboxes. Mailboxes will be per the post office. 5.4 Temporary Structures. (a) Subject to subsection (b) and (c) below, no structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on within the Property at any time as a residence, either temporarily or permanently. (b) A double attached garage which is approved by the Hyrum City and maintained in good condition. (c) Declarant may place or erect temporary or portable structures to be used for the purpose of establishing a sales office within the Property. Furthermore, Builders may place or erect temporary or portable sheds for storage in connection with construction, so long as such sheds are maintained in a good condition and removed no later than the date of completion of construction.

## ARTICLE VI

### RESTRICTIONS ON USE

6.1 Restrictions and Requirements. The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration: (a) Residential Use. Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities of any kind shall be conducted on or within any Lot or in any other portion of the Community without the prior written approval of the City of Hyrum, as well as the HOA Board of GREEN MEADOW VILLAS which approval(s) will not be unreasonably withheld. Nothing in this Section shall be construed so as to prevent or prohibit:

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(1) Activities relating to the rental or sale of Lots; subject to the provision(s) herein.

Leasing Restrictions: After the recording of this CC&R no more than Nine (9) of the Lots/Dwelling Unit(s) of the HOA may be leased at any given time to a Third Party, and for purposes of this provision, "Third Party" and "Lease" shall be defined as any person who is not an Owner as that term is defined in the Declaration, CC & R, and this Lease Restrictions are subject to the provision(s) of Utah State Law Code(s) 57-8-10.1., and, 57-8a-209 "Rental Restrictions", as in effect to September 21<sup>st</sup>, 2015. Notwithstanding the above, any lease or sublease or tenancy arrangement is subject to ALL the provision(s) of the Declaration of Covenants, Conditions and Restrictions recorded herein. Any Lot Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no more than NINE (9) of the Lots/Dwelling Unit(s) of the HOA may be leased at any given time to a Third Party.

(2) An Owner from maintaining his or her professional personal library; keeping his or her personal business or professional records or accounts; handling his or her personal business or professional telephone calls; or conferring with business or professional associates, clients, or customers so long as there is no significant increase in traffic or noise on or in such Owner's Lot; or

(3) The right of Declarant, its successors and assigns or any contractor or homebuilder to construct a unit on any Lot and to store construction materials and equipment on such Lots in the normal course of construction in accordance with the other provisions of this Declaration. (b) Drainage System. There shall be no interference with the established drainage patterns or systems over or through any Lots so as to affect any other Lot or any real property outside the Property. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for the Property. (c) Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of cars, car parts and appliances, or other noxious or offensive activities shall be permitted on or in any Lot or other portion of the Property, nor shall anything be done in or placed upon

or within any Lot which interferes with or jeopardizes the enjoyment of other Lots or which is a source of unreasonable annoyance to other Owners. (d) Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. (e) Animals. (1) The keeping of any animal by a Lot Owner shall be in compliance with any Cache County and/or Hyrum City ordinances. (2) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owner(s) or resident(s) within the Property. Any inconvenience, damage or unpleasantness caused by such animal(s) shall be the responsibility of the respective Owner(s) thereof and Owner(s) shall be responsible for removal of waste(s) of their animal(s) from all portion(s) of the Property. If an Owner(s) fail to maintain and keep clean the waste, the HOA shall have the right to Fine and charge for cleaning up after any Owner(s) pet(s). (f) Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed. (g) Vehicles in Disrepair. (1) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an "extreme state of disrepair" when its presence offends the occupants of the other Lots. (h) Fences will be installed by the Declarant or Developer or the HOA only, pursuant to Municipally Approved Plan(s). All other types of fencing materials are hereby prohibited. (i) Parking of Recreational and Other Vehicles. (1) Except as otherwise provided in this subsection, the parking of boats, trailers, commercial vehicles, motorcycles, commercial trucks, truck campers, motor homes, golf carts and like vehicles and equipment shall be allowed only within the confines of a garage or behind fencing that provides for the proper screening of such parked vehicles. No portion of such vehicle or equipment may project beyond the enclosed garage or fencing area. All other parking of such vehicles and equipment shall be prohibited. (2) No overnight parking is permitted on any street within GREEN MEADOW VILLAS (j) Clothes Lines and Clothing Materials. No clothes lines, clothes racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Lot, unless in an area screened from public view. No garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Lot unless in an area screened from public view. (k) Yard Areas. No items of any kind may be stored in front yard areas or other areas of Lots so as to be visible from public view. (l) Signs. No advertisement or poster of any kind may be posted in or upon the Properties except: (1) Not more than one (1) "For Sale" or "For Rent" sign, not exceeding twenty-four (24) inches in height and thirty six (36) inches long, may be temporarily placed on a Lot by the Owner, resident or a licensed real estate agent; subject to Municipal Code (2) "Political" signs may be temporarily placed on a Lot by the Owner or occupant of the Lot; and (3) Signs may be placed on the Property by Declarant for sales related activities. (m) Noise Disturbance. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not disturb other residents. (n) Leasing and Rental of Lots. Other than provided for herein Leasing is restricted on such Owner's Lot. (1) No Owner shall lease or rent less than his or her entire Lot and no Owner shall rent such Owner's Lot for transient or hotel purposes. (2) All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee or

tenant to comply with the terms of such documents shall be considered a default under the lease. The Owner shall provide the lessee or tenant a copy of this Declaration, including any amendments thereto.

## ARTICLE VII

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### DECLARANT RIGHTS AND CONTROL

7.1 Other Rights. In addition to any other rights under this Declaration, Declarant: (a) Sales Office and Model. Shall have the right to maintain sales offices and models on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office(s) and model(s) at GREEN MEADOW VILLAS during reasonable hour(s) any day(s) of the week. Furthermore, Declarant shall have the right to assign such right(s) to Builders within the Property. (b) "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant. Declarant may assign such rights to Builders within the Property. (c) Right to Add Property. Declarant reserves the right to unilaterally annex additional property to the Property in its sole discretion.

7.2 Easements Reserved to Declarant. (a) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, is hereby expressly granted. (b) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, and alleys and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat Map. (c) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as storm water management reservation, to public use all as shown on the Plat Map.

7.3 Declarant Control. Notwithstanding anything to the contrary contained in this Declaration, the Declarant is in full complete control of the Property and HOA to the earlier of, the Declarant turns control over to the HOA or until one (1) year after all Townhome Lots have been sold and/or conveyed out beyond the control of Declarant or its assignee(s).

## ARTICLE VIII

### HOA MAINTENANCE OBLIGATIONS

8.1 Lots / Declarant Improvements HOA Responsibility. Maintenance of the exterior of: the Lot(s), all structures, landscaping, and all other exterior Improvements thereon Property shall be the sole responsibility of the HOA thereof who shall maintain such Lot in accordance with this Declaration. The maintenance of all exterior improvements constructed by Declarant, including walls, entry monuments and other similar structures shall be the sole responsibility of the HOA. The Declarant and HOA has the right to assess fee(s) for the maintenance and management of GREEN MEADOW VILLAS pursuant to this CC&R and any amendment(s) thereto. The Declarant is in control of the HOA as provided for herein.

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## ARTICLE IX

### COMPLIANCE AND ENFORCEMENT

9.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration. Failure to comply therewith shall be grounds for an action or suit maintainable by an aggrieved Declarant or HOA. The Declarant or HOA seeking to enforce the provisions of this Declaration shall be entitled to its cost(s) and attorney fee(s) in any action in which the Declarant or HOA prevails.

9.2 Injunctive Relief. Nothing in this section shall prevent the Declarant, HOA or Owner or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

## ARTICLE X

### INSURANCE

10.1 Hazard Insurance on Improvements to Townhome Lot(s) and Property. Each Owner of a Lot shall at all times maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance in an amount equal to not less than one hundred percent (100%) of the current replacement value of the Improvements on such Lot, insurance will include, but not be limited to, content(s) insurance, general liability insurance for loss assessment coverage, and building dwelling one hundred percent (100%) replacement cost insurance. The HOA shall insure for general liability, director(s) and officer(s) coverage insurance. Each Townhome Lot Owner is required to provide proof of the required insurance to the Declarant and or HOA as the case may be.



10.2 Obligation of Owner(s) and HOA to Repair and Restore. In the event of any damage or destruction of the Improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot shall be applied first to the repair, restoration or replacement of the damaged or destroyed Improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such Improvements originally approved by the Declarant.

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## ARTICLE XI

### AMENDMENT AND DURATION

11.1 Amendment(s). (a) Approval Required. This Declaration may be amended by the Declarant while in authority and control of the Property and HOA, and thereafter may be amended by the HOA if such amendment(s) is approved by two-thirds (2/3) of all of the Owners. (b) Additional Approval Requirements. (1) No amendment(s) may create, limit or diminish any special Declarant right(s), change the boundary of any Lot or uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment(s). (c) Execution and Recordation. An amendment shall not be effective until the amendment is certified and recorded in the Recorder's Office of Cache County, Utah.

11.2 Duration. (a) Period. This Declaration perpetually shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this Declaration is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional period of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

12.1 Invalidity; Number; Captions The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

EXHIBIT "A" Legal Description of  
GREEN MEADOW VILLAS

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12.2 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

12.3 Non-waiver. Failure by Declarant or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Declarant or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Declarant or Owner as to any similar matter.

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END OF COVENANTS

IN WITNESS WHEREOF, Green Meadow Villas LLC has executed this Declaration this 10<sup>th</sup> day of July, 2017

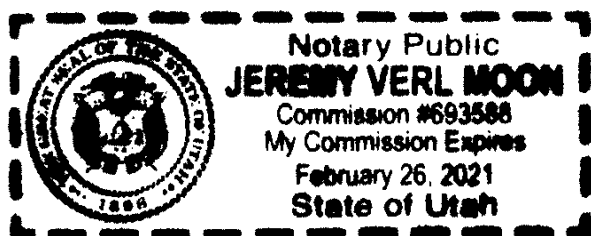
GREEN MEADOW VILLAS LLC:

BY: [Signature] ITS: President

BY: [Signature] ITS: Secretary

STATE OF UTAH ss: County of Cache

The foregoing instrument was acknowledged before me on this 10 day of July, 2017 by Rod Thompson and Jake Thompson, Co-President and Secretary, respectively, of Green Meadow Villas LLC Jeremy V. Moon Notary Public for



[Signature]

Lots 3 and 4 and part of Lots 5 and 6, Block 17, Plat "A" Hyrum City Survey located in the Northwest Quarter of Section 5, Township 10 North, Range 1 East of the Salt Lake Base and Meridian described as follows:

Commencing at the Street Monument at the intersection of 200 West Street and Main Street; thence North  $88^{\circ}20'43''$  West 719.35 feet along a line toward the street monument at the intersection of 400 West Street and Main Street; thence North  $02^{\circ}09'06''$  East 51.82 feet to the Southwest Corner of Lot 4, Block 17, Plat "A" Hyrum City Survey and the point of beginning and running thence North  $02^{\circ}09'06''$  East 495.01 feet (North, By Record) along the west line of said Block 17; thence South  $88^{\circ}14'06''$  East 328.99 feet (East 330', By Record); thence South  $02^{\circ}13'02''$  West 495.02 feet (South, By Record) along the east line of Lots 3 and 6, Block 17, Plat "A" Hyrum City Survey; thence North  $88^{\circ}14'06''$  West 328.42 feet (West 330', By Record) along the south line of Lot 3 and 4, Block 17, Plat "A" Hyrum City Survey to the point of beginning, containing 3.74 acres.

Now known as: All of Green Meadow Villas as shown by the official plat thereof recorded May 27, 2016 as Filing No. 1148155.

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