

# **MOUNTAIN GATE ESTATES HOA AND RESTRICTIVE COVENANTS Phase 4**

## **DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY**

The undersigned, Sierra Homes Construction being the owner of that certain real property comprised of all lots in Phase 4C including parcels , 04-198-0112, 04-198-0113, 04-198-0114, 04-198-0115, 04-198-0116, 04-198-0117, 04-198-0118, 04-198-0119, 04-198-0120, 04-198-0121 in Hyde Park, Cache County, State of Utah do hereby make this Declaration of Protective Covenants, Agreements, Restrictions and conditions as follows:

### **I. GENERAL TERMS**

#### **1. MUTUAL AND RECIPROCAL BENEFITS, ETC.**

All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual reciprocal benefit of each and every Lot created on above described property and shall be intended to create mutual and equitable servitude upon said Lots of each other Lot created on the aforesaid property, and to create reciprocal rights and obligations between the respective Owners of all of the Lots so created and to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and operate as covenants running with the land for the benefit of all other Lots in said tract.

#### **2. ACCEPTANCE OF RESTRICTIONS**

Ent **1278241** Bk **2231** Pg **467**  
Date: **4-Mar-2021 02:13 PM** Fee **\$40.00**  
**Cache County, UT**  
Devron Andersen, Rec. - Filed By CC  
For **SIERRA HOMES**

All purchasers of Lots, by acceptance of contracts or deeds for any Lot or Lots shown thereon, or any portion thereof shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and arrangements set forth herein, and agree to follow these covenants fully.

### 3. TERMS OF RESTRICTIONS

Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the last day of December 2022, upon which date the same shall be automatically continued for successive periods of ten (10) years each, unless it is agreed by the vote of the then record members of a majority of the property to terminate and do away with same; provided, however, that any time after December 31st, 2022 these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record Owners of a majority of the property. In voting each Lot, the Owner of record shall be entitled to one vote, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such Owners and recorded in the County Recorder's of Cache County, Utah.

### 4. EASEMENTS

Easements and Rights of Way shall be reserved to the undersigned, successors and assigns, in and over said real property, for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from said Lots, gas, electricity, power, water, telephone and telegraph services, and sewage as are shown on said plat map and the undersigned, its successors and assigns, shall have the right to reserve any further necessary easements in contracts and deed, to any or all of the Lots shown on said map. No structure of any kind shall be erected over any such easements, except upon written permission of the undersigned, their successors or assigns.

### 5. RE-SUBDIVISION OF SITE

None of said Lots may be re-subdivided except that the undersigned, its successors or assigns, may divide any of said Lots so as to increase the size of adjoining Lots; or where one or more of said Lots is, in the opinion of the undersigned, its successors or assigns, of any such size and character that it may be divided into two or more Lots which will each be similar to the other Lots in said tract, and adequate size and character to permit development similar to that on each

other Lots, then such a Lot or Lots may be divided by the undersigned, its successors or assigns.

## **II. RESTRICTIONS ON IMPROVEMENTS**

### **1. INTENT OF RESTRICTIONS ON IMPROVEMENTS**

It is the intent of these covenants to restrict the design, materials used, and the landscaping of improvements only to the extent necessary to ensure quality in external appearance and maintain property values on a long-term basis.

### **2. ARCHITECTURAL REVIEW COMMITTEE**

The undersigned hereby appoints an Architectural Review Committee, which shall be Sierra Homes Construction Inc. Sierra Homes Construction, Inc. reserves the right to transfer the ARC responsibilities to 3 separate homeowners within Phase 4. The functions of the Committee will be to review and approve improvement plans of Owners, consistent with the intent of these Covenants. No structures, residences, outbuildings, tennis courts, swimming pools, walls, fences, hardscaping or other improvements shall be constructed upon any Lot without following the Architectural Review Committee review process.

The purpose of the Architectural Committee is to determine that the structures are in conformity and harmony in external design with the existing structures and development in the area, and as to location of buildings with respect to topography and finish ground elevations. For this reason the Architectural Committee is given the general power to review building designs generally and may specifically disapprove the design because of a lack of general harmony with the development of the area. In the event such disapproval occurs it must be in writing and specifically state the basis of the disagreement.

Vacancies in the Architectural Committee shall be filled by a vote of a majority of the Lot Owners at the time the vacancy occurs. In the event of a vacancy, the Architectural Committee shall notify the Lot Owners in writing of such vacancy. A period of thirty (30) days from the mailing of such notification will be allotted to solicit nominations to fill the vacancy. Lot owners will then be notified of all nominations and a written vote will be conducted. The nominee with the largest number of respondent votes will fill the vacated position.

### **3. REVIEW PROCESS**

a. Preliminary Submission: This submission to the Committee is not required but is recommended. This submission should include a rough layout drawn to scale, showing proposed improvements, including but not limited to building design and location, driveways, outbuildings and patios. The architecture at this stage could be conceptual, showing elevations and floor plans with basic dimensions. Information as to colors and materials to be used could also be included. If the proposed improvements are not satisfactory to the Committee, a meeting with the Owner and/or his designer will be called to discuss possible changes for the final submission.

b. Final Submission: This submission is required and must be a detailed description of the proposed improvements and should give detailed and accurate information regarding colors and materials to be used. If no action is taken by the Architectural Review Committee within twenty-five (25) days of the date of the final submission, the Owners will have the right to proceed with the construction as proposed, provided that they notify the committee of their intent in writing.

c. Committee's Right to Stop Construction: The Committee reserves the right to stop construction on any residence which does not conform to the approved drawing bearing its approval.

#### 4. COMPLETION OF RESIDENCE

Completion of residence: Erection of a residence must be completed within one year period from beginning date of construction. Once the construction of any residence or structure other than fencing is commenced, work thereon must progress diligently and must be completed within 12 months.

### III. SPECIFIC RESTRICTIONS

#### 1. TYPE OF STRUCTURES.

No building other than one single family dwelling and appropriate out buildings shall be erected on any of said Lots. Any structures constructed on any of said lots shall be used only as a single family dwelling or appurtenant out buildings. The undersigned can allow churches and schools.

#### 2. ARCHITECTURAL CONTROLS

- a. **Private Residences:** Said Lots shall be used for private residences only.
- b. **Roofs:** All roofing shall be split cedar shakes, wood shingles, asphalt shingles, or tile roofs. Tin roofs or other metal roofs will only be approved with special written permission of the ARC and may only then be used for accent purposes. The main pitch on roofs shall meet or exceed 6:12 except with special written permission.
- c. **Siding:** The exterior shall be constructed of a durable material aesthetically compatible with the building style. Vinyl siding is acceptable for any residence or outbuilding. A minimum of 30% of the above-grade front siding shall be comprised of stone or brick.
- d. **Residence Size:** The residence to be built shall be of a minimum size of 1400 square feet for a single level and 2000 square feet for a 2 story. The minimum size square feet calculation shall be made by determining the number of square feet of living space above grade.
- e. **Garages:** Each residence shall be constructed with an attached 2 car garage. Additional detached garages are permissible, but must be constructed of like materials to the dwelling and be of similar architecture and elevation. Car ports are not permissible.
- f. **Outbuildings:** Outbuildings must be subjected to the same Architectural Review process as the dwelling and be aesthetically compatible with the building style. Metal structures, including workshops and sheds, of any size or function are not permitted.
- g. **Fencing:** Location and composition of any fences must be submitted to the Architectural Review Committee as described above before construction may begin. Once fence construction has begun, fence must be fully completed within sixty (60) days. Fence materials may be vinyl, wood, brick or black chain link. Fencing that extends towards the front of the dwelling past the front elevation will generally not be permitted.
- h. **Landscaping:** All landscaping must be completed within eighteen months after construction of the residence is completed, weather permitting. If completion is delayed by weather, Owner must submit an extension notification to the Architectural Committee. Landscaping plans must be submitted to the Architectural Committee under similar process as above prior to the commencement of work. Landscaping shall incorporate natural materials and vegetation wherever practical. Swimming pools must be completely enclosed or gated with a fence no less than 60" high.
- i. **Signs:** No signs shall be displayed on any of said Lots except as follows: the name and profession of any professional may be displayed at any dwelling house upon a sign not exceeding 200 square inches in size. Said sign may be displayed for no more than ninety (90) days after initial placement. There may also be displayed a sign not to exceed 4'x4' advertising the fact that said parcel or said dwelling is for sale or to let or to lease during the period the property is offered for sale or lease.
- j. **Standards:** The Architectural Committee reserves the right to disapprove of designs, depictions, colors, statues or any other landscaping elements, etc., which are unusual or which may detract from the ongoing family neighborhood image of the area.

k. Car Repairs: No car under repair or needing repair or which would be considered a junk vehicle or salvage vehicle shall be kept outside of an enclosed garage. In this determination, a vehicle which is un-registered or which has not been moved for fifteen (15) days or more shall be presumptively prohibited. The Architectural Committee has discretion to determine which of said automobiles are junk or salvage and to direct either their removal or relocation inside garages.

l. Animals: The animal ordinance of Hyde Park City is hereby incorporated as a part of these covenants and a failure to follow the same shall be considered a breach hereof. There shall be no barking dogs.

m. Street Trees: Each lot owner shall install and maintain two (2) street trees installed in a line along the street. The Architectural Review Committee will designate a uniform tree for planting.

### 3. MAINTENANCE OF LOT

Buildings, outbuildings, fences, landscaping and other improvements shall be continuously maintained to preserve a well kept appearance. If the appearance of a Lot falls below reasonable levels, the Architectural Review Committee, or other committee as may be appointed by Lot owners as provided for below, shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter to restore the property to an acceptable level of maintenance. Should the owner fail to do so, the Architectural Review Committee or the other committee may order the necessary work performed at the Owner's expense. No rubbish shall be stored or allowed to accumulate on the Lots. Personal property of the Lot Owner in the process of being repaired shall not be left in the visible sight of neighbors for more than thirty (30) days, unless repairs occur. No excavation for stone, gravel or earth shall be made on Lots, unless such excavation is made in connection with the erection of a building or structure thereon.

The Owner's of all Lots shall immediately upon the purchase of any Lot, maintain and control all weeds on said Lot. If in the opinion of the Committee, a weed control program is needed, then the Committee shall have all necessary weed control work completed. The Committee shall thereupon bill the Owners of the Lots for the costs of having the weed control work done of their Lot and the Owner shall pay to the Committee at the address designated on the statement the sum so billed within thirty (30) days from the date of said billing.

## IV. ADDITIONAL COMMITTEES AND ENFORCEMENT

### 1. ADDITIONAL COMMITTEES

The Architectural Review Committee reserves the right to designate such other committees as may be deemed necessary to conduct the affairs and management of the development. Such additional committees may include Home Owner's Committee, Enforcement Committee, Maintenance Committee, etc. Lot Owners will be notified in writing of any such additional committee. Election to such additional committees shall be conducted in a manner similar to that of filling a vacancy in the Architectural Review Committee. Each committee shall be empowered to establish its respective operating guidelines

## 2. ENFORCEMENT

The Architectural Review Committee, or any other committee as may be hereafter designated, reserves the right to take all reasonable measures to ensure compliance with these Covenants. Such enforcement actions may include an order to halt work on a dwelling, out building or other improvements, liens placed against the Lot or associated property and/or fines levied against the Owner. In the case of liens, such lien amount shall not exceed the reasonable cost of work performed by the Committee on behalf of the Owner, plus interest and processing fees. Fines levied against an Owner for infractions hereunder shall not exceed \$100 per month per infraction.

## 3. OPEN SPACES

All open spaces as designated by the Final Plat Map are to be maintained by the Home Owner's Committee and governed under these Restrictive Covenants. Costs associated with the ongoing maintenance and upkeep of the open spaces shall be accumulated and assessed to the Lot Owner's on an annual basis.

## 4. ASSESSMENT AND COLLECTION OF FEES

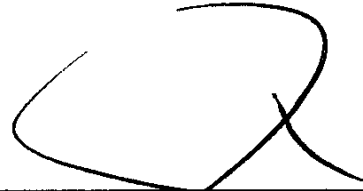
The Home Owner's Association shall prepare an annual budget to provide for the enforcement of these Restrictive Covenants and the ongoing maintenance and upkeep of all common areas and signage. The Home Owner's Committee is hereby empowered to assess a monthly fee on all Lots within the sub-division and to enforce the payment of such monthly fees in accordance with Section IV.2 herein.

# V. HOME OWNERS' ASSOCIATION

## 1. MEMBERSHIP

Every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is the subject of this Declaration shall be a member of the Association, provided however that any such persons or entity who holds such interest merely as a security for the performance of an obligation shall not be a member, and will be subject to all restrictions and rights associated with membership in the existing Mountain Gate Estates HOA and noted in Mountain Gate Estates HOA restrictive Covenants (Amended) recorded 16-June 2009.

DATED: January 10, 2019

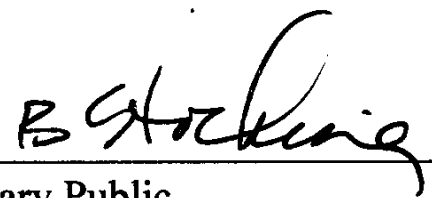
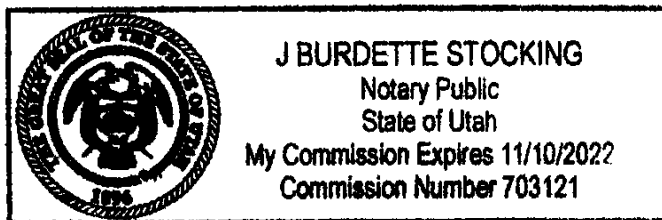


Sierra Homes Construction  
Jay Stocking, President

**ACKNOWLEDGMENT**

STATE OF UTAH    )  
                              :ss.  
County of Cache    )

On January 10, 2019 personally appeared before me Jay Stocking, who being by me duly sworn, did acknowledge to me that she executed this document.



Notary Public