

DECLARATION OF PROTECTIVE COVENANTS OF
SOLDIER CREEK HOME OWNERS ASSOCIATION, INCORPORATED
IN WASATCH COUNTY, UTAH

This association hereby makes and declares the following conditions, limitations, restrictions and uses upon, and of such real property, as protective and restrictive covenants running with the land, and herewith binding upon all present and future owners of any lot within Plat A and Plat B of said "Soldier Creek Estates" subdivision.

133933
ENTRY NO _____ DATE 1-6-84 TIME 2:55 FEE \$59.00
RECORDED FOR CLYDE BROADBENT BOOK 167 PAGE 459-464
RECORDER JOE DEAN HUBER BY JOE DEAN HUBER
Wasatch County, State of Utah

PREFACE AND PURPOSES:

These declarations are made, recorded and are binding upon all owners for the intent of establishing and maintaining the entire subdivision as a well-planned, orderly, and attractive development; to provide a distinctive area for the property owners to enjoy its many recreational and relaxing opportunities; where all ban together to insure against loss by fire and/or other natural hazards, vandalism, unsightly yards and surroundings and to building dimensions, size, quality, location and maintenance.

An Environmental Committee, appointed by the Association Board of Directors will oversee and assist with the compliance of these declarations.

LOTS: PAGE (✓) INDEX (✗) ABSTRACT (✓) PLAT () CHECK (✓)

There are potentially 100 lots within the subdivision. All are one (1) acre or more in size. All have access to electrical power via Moon Lake Electric Association. All have culinary water lines serving both Plats A and B. Each of these lots are for "Single" residential use only. No dwelling shall have any other use. Lots cannot be combined or subdivided to provide for more than the original designated one (1) residential building per recorded lot.

Oil and Mineral rights do not pass with the land. Surface rights are all that is passed by the original grantor. V. A. Mahoney Estate/Heirs own a one (1) acre plot where the water storage tank stands. This is not included in the Soldier Creek Estates Subdivision. All regulations, restrictions and contracts, therefore, are subjected to and enforced by the Wasatch County Code and officials.

All buildings are to be located in an attractive manner that will not detract from adjacent properties.

A. DWELLINGS:

No dwelling shall be less than five hundred (500) square feet of living space on the main ground floor. All plans (by Plat chart) of location on lot, dimension, design, decor and landscape are to be presented to the "Environmental Committee" for analysis and approval prior to applying to the Wasatch County Building Inspector for final building permit approval. All this is to be done before any building or location is begun.

Declaration
Page Two

There is NO allowance for mobile homes, campers, trailers, etc. to be brought into the sub-division and used or developed for permanent housing. As a "guest" convenience trailers, campers, etc. may be placed on a person's private lot for their use for a maximum stay of two (2) weeks at any one time.

During active construction of the permanent dwelling a trailer, etc. may be parked alongside to accommodate housing for workers. This can be no longer than one (1) year (or less if construction is such that the residence can be conveniently occupied).

All dwellings shall be set back a minimum of thirty (30) feet from the individual property line. There shall also be a minimum of fifteen (15) feet clearance from all other property lines.

B. OUT-BUILDINGS:

Out-buildings for storage, supplies, equipment, etc. may be permitted with the following provisions:

All plans (by plat chart) of dimensions, construction, style, design and location are to be submitted to the "Environmental Committee" for analysis and approval prior to submitting application to the Wasatch County Building Inspector for final permit.

Out-buildings may have a maximum of four hundred (400) square feet. The out-building in design and finish is to be compatible with the residential structure. It should be located behind or adjacent to the dwelling to obscure its presence--as much as is feasible for convenient use.

If siding and appearance is not compatible with the dwelling then the out-building is to be painted or covered to accomplish this decor.

FIRES:

No open fires will be permitted in the sub-division unless protected from spreading by a rock barrier or by other suitable means of control.

FENCES:

There are to be no fences installed at the front of the dwelling along the main roads of Plat A and B. Any plans for fencing are to be presented to the "Environmental Committee" for approval prior to installation. Back fences, if any, are to be set back a minimum of thirty (30) feet beyond the back side of the dwelling. Fences of any kind are discouraged. If any exist they are to be maintained in an orderly, suitable condition.

Declaration
Page Three

ROADS:

A. PRIVATE ROADS:

Any roads, connecting onto the main roads of Plat A and Plat B, providing access to private dwellings are a personal responsibility of the owner. Any access costs, such as culverts, crossings, gravel or coverings and maintenance must be paid by the lot owner.

B. PUBLIC ROADS:

When it becomes necessary for an owner to excavate across the main roads of Plat A and/or Plat B for water power--it will be the responsibility of that owner to repair said excavation and pay for all costs.

All owners are to provide parking space for their recreational equipment: i.e. cars, motor bikes, boats, trailers, campers, etc. on their own lot. Main roadways are to be kept free from obstruction to accommodate all traffic.

VEHICLE CONTROLS:

The maximum speed limit is twenty (20) miles per hour in the subdivision. It is the responsibility of each property owner to regulate and control the uses of motor vehicles, motor bicycles, three wheelers, snow mobiles, bicycles, etc. to conform to the established twenty (20) miles per hour limit. Loud and rowdy noises and disturbances are not permitted between the hours of 10 P.M. and 9 A.M. each day.

FIREARMS AND HUNTING:

Hunting and discharge of "shot guns" is prohibited in the subdivision. Shooting of Sage Grouse and birds is illegal. The area is designated as a Sage Grouse rehabilitation reserve. Every person has the responsibility to protect this dwindling population.

Target practice for sport (with pellet guns and 22's) must be restricted to secluded areas where there is no danger to people or to other properties.

WATER:

The Association owns an annual right to twenty-four (24) acre feet of culinary water. Annual payment is made by the Association to Central Utah Water Conservancy District. A "Right to Access" from the water storage tank to the two wells is maintained for water and power delivery to the subdivision. Annual assessments are established by the Association Board of Directors for Operational costs.

Declaration
Page Four

If there is a delinquency of assessment for two (2) successive years, then the case will be entered into the Wasatch County Small Claims Court for collection - and if not paid, the judgment will become a lien against the property. Such delinquent payments and lien claims, (plus accrued interest at the annual rate of eighteen (18) percent) must be settled prior to the sale of property and/or obtaining a building permit.

Water is turned into the system when frost danger is past. It is turned out of the system when frost danger approaches. It is the responsibility of each owner to drain his own water lines in the fall and to SHUT OFF the main feeder valve at the street.

The Association assumes no responsibility for water lines, except the pumps, water mains and storage tank(s). It is expected that an additional storage tank will be added to the system. This is to be provided by the V. A. Mahoney Estate and Heirs.

SEWAGE AND GARBAGE:

No dwelling shall be occupied until an approved septic tank and drainage system has been installed by an approved, competent installer, and inspection is passed by the Utah State Board of Health. No outdoor privies will be allowed.

Garbage, trash, and disposable items are to be accumulated by the owners and disposed of by burning in pit or barrel, burying and covering or hauling it away. Each person is encouraged to pick up any litter or trash along the main roadways.

No junk vehicles, trailer units, unlicensed vehicles, or other items classified as "junk" may be stored on the property at any time.

WEEDS AND UNDESIRABLE PLANT GROWTH:

Canadian thistle, Musk thistle, Bull thistle, Star thistle and Burdock will take over the environment if neglected. It hereby is the responsibility of each property owner to eliminate these from his property by early spraying with approved herbicides, or cutting the plants "below the crown" prior to rosette setting. In such case that owners neglect this control program--then it will be the prerogative of the "Environmental Committee" to hire such work done, and the cost will be added to the annual assessments of those lot owners, as established by the Board of Directors.

ANIMALS:

No livestock, animals or poultry of any kind shall be raised, bred or maintained on any lot. Dogs, cats or other household pets may be kept if properly cared for and controlled. None are to be kept for commercial purposes.

Declaration
Page five

Horses, for pleasure, may be kept on a "temporary" basis by the owners for a maximum of two (2) weeks at any one time. No barns or stables for permanent housing of animals are to be built within the sub-division.

LAWNS:

Native grasses respond readily when sage-brush and other competitive plants are removed. Planted grass lawns, requiring periodic sprinkling must be minimized. Water is "rightfully" supplied for culinary purposes of the dwelling and for the establishment of shade trees. When water consumption is needed for these purposes then lawn water will not be provided. In the meantime, it is recommended that no larger lawn space be developed than the square footage of the outside measurements of the residential dwelling.

WOOD, COAL, FUEL, ETC.:

These necessary materials can become unsightly accumulations. Therefore, it is recommended that wood be cut into fire-place lengths and piled neatly into ricks, behind the dwelling or in storage areas. Log lengths should be neatly stashed into neat piles in out-of-the-way locations. Coal piles should be behind the buildings or in storage.

Gasoline and other volatile fuels should be stored outside and away from the dwelling for fire safety control.

PROJECT LABOR AND MATERIALS:

It is the responsibility of each property owner to carry his "full" share of project development and maintenance costs. Work days for major undertakings will be announced. Those coming to assist with labor and/or materials will be given credit for said inputs, or reimbursed from Association funds.

AGREEMENT OF COVENANTS

In accepting these declarations and restrictions the owner and/or buyer of each lot agrees that the Soldier Creek Home Owners Association, Incorporated shall have full and legal power to enforce the same (and to include any further declaration as may be voted upon and approved by the membership in announced annual meetings).

The Association has the right, therefore, to delay, stop or prohibit any and all building activities which are deemed to be in violation of these declarations. The owner, or buyer, further agrees that any deviation from these declarations must be previously obtained, in writing from the "Environmental Committee" and the Association Board of Directors, otherwise penalties must be assessed.

Declaration
Page Six

It is also agreed that if any of the provisions set forth in these declarations be found to be in violation of any established law-said violation shall not nullify any other declarations as set forth.

It is further agreed that these declarations of conditions, limitations, restrictions and uses supercede any and all other declarations and covenants which have been developed, or which may have been developed, and such if they now exist are hereby declared "Null and Void."

These declarations shall constitute the basic principles of operations for the Soldier Creek Home Owners Association for a period of three (3) years - to date of annual meeting of 1987 and may automatically continue beyond that date unless specifically changed by the membership convened in annual meeting and/or by order of the Home Owners Association Board of Directors.

It is the responsibility of each property owner (and guests) to see that the security gate is closed and locked as they come and go.
Dated: Signed:

Property Owner--Lot " _____ "Plat _____

Clyde W. Broadbent
Soldier Creek Home Owners Association
President