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DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND MANAGEMENT POLICIES

THIS DECLARATION is made on the date hereinafter set forth by GARD, L.C., hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Wasatch County, State of Utah, known as Meadow Creek Estates, which is more particularly described as follows:

LEGAL DESCRIPTION

Beginning at rebar #4859 in a fence line which is N. 89°46'02" E. 2662.12' and South 132.00' and N. 89°12' W. 250.00' (State Plane Basis of Bearing from the West 1/4 Corner of Section 27, T3S, R4E, SLM;

Thence S. 89°12' E. 250' to rebar #4859;  
Thence North 80.48' to boundary line agreement and rebar #4859;  
Thence S. 62°55' E. 207.70' along agreement line to rebar #4612;  
Thence S. 71°47'51" E. 178.29' along agreement line to rebar #4612;  
Thence S. 87°18' E. 42.27' along agreement line to rebar #4859;  
Thence S. 00°48' W. 99.33' to rebar #3371;  
Thence S. 87°18' E. 218.00' to rebar #4859;  
Thence S. 00°48' W. 60.00' to rebar #3371; 00188977 Bk00330 Pg00181-0011  
Thence N. 87°18' W. 351.17' to rebar #3371; WASATCH CO RECORDER-ELIZABETH M PARCE  
Thence S. 01°56'32" W. 208.77' to rebar #4859; 976 AUG 27 08:43 AM FEE \$29.00 BY I  
Thence N. 86°30' W. 21.88' to rebar #4859; REQUEST: OLSON DAVID H  
Thence N. 61°00' W. 155.00' to rebar #4859;  
Thence N. 49°00' W. 160.00' to rebar #4859;  
Thence N. 86°45' W. 226.11' to an existing fence line and rebar #4859;  
Thence N. 00°08'41" W. 242.70' along said fence line to the point of beginning.

Area: 4.541 acres, more or less.

NOW, THEREFORE, Declarant does hereby declare that all of the lots and parcels of land described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following limitations, covenants, agreements and restrictions, conditions, easements, management policies, and charges, (collectively, the "Restrictions"), all of which are declared and agreed to be in furtherance of a place for the subdivision, improvement and sale of said land, and are declared, established and agreed upon for the

purpose of enhancing and protecting the value, desirability and attractiveness of said land, and every part thereof. All of the Restrictions shall run with the land and shall be binding on all parties having or at any time hereafter acquiring any right, title of interest in the described lands, or any part thereof and shall inure to the benefit of each owner thereof. The Restrictions are as follows:

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to GARD, L.C., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Meadow Creek Estates, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Meadow Creek Estates" shall mean and refer to the certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Facilities" shall mean facilities such as detention basins, open space and recreational facilities that the Association shall operate and maintain.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of Meadow Creek Estates with the exception of the Common Facilities.

Section 6. "Declarant" shall mean and refer to GARD, L.C.

## ARTICLE II

### USE RESTRICTIONS PERTAINING TO RESIDENTIAL LOTS

Section 1. No single family dwelling, building (or addition or accessory thereto), storage shed, garage, patio, fence or other structure or improvement shall be commenced, erected or maintained, added to, changed or altered until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location, lot drainage plan and approximate cost of such structure or improvement, have been submitted to and approved in writing by the Association in accordance with Article VI, below.

Section 2. No building, structure, single family dwelling, patio, addition or accessory shall be located on any lot or parcel of land outside the building pads designated on the recorded plat map for Meadow Creek Estates. The front lot line, rear lot line and side lot lines of each lot and parcel of land shall be defined

by the Association, with the recorded plat map as a reference. The Association, in its sole discretion, may at any time release by recordable instrument any lot from the restrictions contained in this section upon such terms and conditions as it deems appropriate, as long as they meet Wasatch County Requirements.

Section 3. Each owner of a lot within Meadow Creek Estates shall maintain his or her entire lot in a neat and clean condition at all times. The Association reserves the right, but shall have no obligation, to enter upon all lots creating an unsightly appearance, to perform services to alleviate the unsightly appearance, and to charge the lot owner the actual cost plus ten (10%) percent for such services. The Association will not exercise such right, however, unless the lot owner does not cure the unsightly appearance within thirty (30) days after written notice, or, if cure is not possible within that time, does not commence the cure within thirty (30) days and diligently complete the cure thereafter. In the event that any of the charges made by the Association under this Section 3 shall not be paid when due, all costs and expenses including, but not limited to, attorney's fees incurred by the Association to effectuate collection of said charges, shall be borne by the lot owner.

Section 4. All homes, garages, and outbuildings, must be construction of exterior walls of wood, logs, stone, siding, stucco or brick, and all single family dwellings must be a minimum of 1200 square feet of living space on the main level (exclusive of porches, patios, garages, and storage rooms). All exterior building materials are subject to review and approval of the Architectural Control Committee.

Section 5. Not more than one home or single family dwelling shall be placed on each lot or parcel of land. A lot may be occupied and used for a single family dwelling, and for no other use or purpose without the Association's written approval, except properly approved storage buildings and accessory buildings. Buildings within the development shall conform to the following standards:

- A. The exterior walls of each home shall be constructed of logs, wood, stone, siding, stucco or brick. No other material will be accepted;
- B. The roof material of each home shall be subject to approval of the Architectural Committee; and
- C. A concrete or masonry foundation wall shall form a complete enclosure around the perimeter of each home. Piers, walls, or other means of support may be utilized for interior or deck support required for the building.
- D. Each building in Meadow Creek Estates will have positive drainage away from the building.
- E. Each lot owner is to design his or her landscaping so as not to concentrate runoff, but rather spread runoff out to prevent erosion.

Section 6. Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, over the rear, side and front of each lot or parcel

of land and across all common areas. Within these easement areas, 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 and drainage facilities. The easement areas of each lot and parcel of land, and all improvements in it, shall be maintained continuously by the owner of said lot and parcel of land. Easement width is five (5) feet. In addition to the above easements there is an easement for sewer line as shown on the plat.

Section 7. No noxious, offensive, or dangerous activity shall be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The dumping of trash or garbage of any kind on any lot within the subdivision shall be prohibited. Trash shall be gathered and retained on lots in a proper receptacle. No toxic or exotic chemicals shall be applied to the soil which would violate current state codes with respect to water quality. No oil or grease shall be drained onto soil or pavement areas.

Section 8. Each lot owner shall install and maintain a connection to the Midway Sanitation District sewer collection system. Single family dwellings must have complete sanitary facilities including among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state and county health requirements. All wiring, whether inside or outside of the home, must comply with state and local requirements.

Section 9. No manufacturing or commercial enterprise, or enterprise for profit, shall be maintained upon, in front of, or in connection with the use of any lot hereinabove referred to, nor shall said lots in any way be used for other than strictly residential purposes, without the prior written consent of the Association. The Association may at any time or times, in its sole discretion, release by recordable instrument any lot or parcel of land from the restrictions contained in this section upon such terms and conditions as it shall deem appropriate.

Section 10. In the event of any violation of any of the Restrictions, including the non-payment of any of the charges herein, the Association, any person, firm or corporation to whom the Association may have assigned the right, or any owner of any lot in Meadow Creek Estates, may bring an action for damages, for foreclosure of a lien or charge, for an injunction or other equitable relief, or for any other remedy that may be available to enforce the Restrictions. All such remedies shall be cumulative, and the bringing of such an action, or the failure to do so, by anyone so entitled, shall not affect the right of another to avail himself or itself of any remedy.

Section 11. The failure to bring an action by any lot owner, by the Association, or by any person, firm or corporation to whom the Association may have assigned the right to enforce any of the Restrictions, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto; nor shall such failure to enforce any of the

Restrictions give rise to any claim or cause of action against the Association or such lot owner.

Section 12. No animals except cats or dogs numbering no more than two shall be kept on any lots within Meadow Creek Estates.

Section 13. The use of culinary water for outside irrigation of lawns, trees, shrubs or other vegetation is prohibited. Such outside irrigation shall be accomplished through the pressurized irrigation system of the Midway Irrigation Company or its successor.

### ARTICLE III

#### OWNERS' EASEMENTS OF ENJOYMENT

Section 1. Every owner shall have a right and easement of enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Facilities;
- B. The right of the Association to suspend a lot owner's voting rights and right to use the recreational facilities owner for any period during which any assessment against the lot owner's lot remains unpaid; and for a period not to exceed sixty (60) days following any infraction of the Association's rules and regulations set forth in this declaration and as may be published by the managing members of the Association;
- C. The right of the Association to dedicate or transfer all or any part of the Common Facilities or authority for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of the members agreeing to such dedication or transfer has been recorded; and
- D. A statement to be placed in all deeds to lots within Meadow Creek Estates. Fee title to any lot shown on the recorded plat of Meadow Creek Estates shall not extend beyond the lot lines shown thereon. Fee title to all common property has been conveyed to the Association for the common enjoyment of all of the residents, guests, and invitees of Meadow Creek Estates.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall

be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have voting membership: Member(s) shall be owners, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as such persons determine among themselves, but in no event shall more than one vote be cast with respect to any lot.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. *Creation of the lien and personal obligation of assessments.* The Declarant, for each lot owned within Meadow Creek Estates, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. *Purpose of assessments.* The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Meadow Creek Estates and for the improvement and maintenance of the Common Facilities.

Section 3. *Maximum annual assessment.* Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be one thousand dollars (\$1,000) per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than seven percent (7%) above the maximum assessment for the previous year without a vote of the membership; any increase over seven percent (7%) shall require the affirmative vote of three-fourths (3/4) of the Association's members voting in person or by proxy, at a meeting duly called for that purpose. The managing members of the Association may fix the annual assessment at an amount not in excess of the maximum annual assessment determined in accordance with this section.

Section 4. *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 dwelling use shall be exempt from said assessments.

Section 5. *Special assessments for capital improvements.* In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, or upon the exterior of Meadow Creek Estates, provided that any such assessment shall have the consent of three-fourths (3/4) of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose.

In its discretion the Association may require that any special assessment not be expended by the Association in the year of its collection, or it may provide that the assessment be treated as a contribution to the capital of the Association, in the following years, and maintained in a separate capital account until expenditure of such funds is appropriate.

The Association may, in its discretion, hold such assessment funds as an agent for the members of the Association until the year in which the expenditure of such funds is appropriate; in such year, the Association shall transfer such funds to the ownership of the Association before making the expenditure.

Section 6. *Notice and quorum for any action authorized under Sections 3 and 4.* Any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article, or any consent in lieu of such a meeting, shall be held or made as provided in the Association's operating agreement.

Section 7. *Uniform rate of assessment.* Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 8. *Date of commencement of annual assessments: due dates.* The annual assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of the lot from the Association to a lot owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's managing members 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 managing members. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. *Effect of nonpayment of assessment: remedies of the Association.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring

an action at law against the owner personally obligated to pay the same, foreclose the lien against the property, or pursue any other remedy provided in this declaration, at law or in equity. No owner may escape liability for the assessments provided for herein by non-use of the Common Facilities or abandonment of his or her lot.

Section 10. *Subordination of the lien to mortgages.* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon Meadow Creek Estates, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same have been submitted to and approved in writing by the Association's managing members, or by an architectural committee composed of four (4) or more representatives appointed by the managing members, as to compliance with this declaration, harmony of external design, location in relation to surrounding structures and topography. In the event the managing members or their designated committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted, the requirement of written approval shall be deemed satisfied. The approval of the managing members or architectural committee plans and specifications under this article shall not constitute a waiver of any right of the Association or any lot owner to enforce any of the Restrictions as provided in this declaration or otherwise.

#### ARTICLE VII

##### GENERAL PROVISIONS

Section 1. *Severability.* Invalidation of any provision of this declaration by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 2. *Amendment.* The Restrictions contained in this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended or revoked by an



instrument signed by not less than seventy-five percent (75%) of the lot owners and recorded in the office of the County Recorder.

Section 3. Conflicting Provisions. In the case of any conflict between the Association's Articles of Organization and operating agreement, the Articles of Incorporation shall control; and in case of any conflict between this declaration and the operating agreement, the declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 17 day of August, 1996.

GARD, L.C.

By Gary M. Lloyd  
Gary M. Lloyd, Managing Member

STATE OF UTAH    )  
  : ss.  
COUNTY OF WASATCH                                    )

SUBSCRIBED AND SWORN TO before me this            day of August, 1996  
by Gary Lloyd, in his capacity as a Managing Member of GARD, L.C.

Notary Public  
GAY S. MOTLEY  
425 West 200 North  
Midway, Utah 84049  
My Commission Expires  
March 1, 1998  
State of Utah

Gay S. Motley  
Notary Public

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