



**DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS AND BY-LAWS
 FOR**

Hobble Creek Subdivision

THIS DECLARATION, made on the date hereinafter set forth by *Salisbury Developers Inc.*, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in *Washington City*, County of *Washington*, State of *Utah*, known as Hobble Creek Subdivision, plats which is more particularly described as:

Tax ID #: W-171-A

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS LOCATED S 0°43'32" W 585.21 FEET ALONG THE CENTER SECTION LINE AND WEST 197.26 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE WESTERLY RIGHT OF WAY OF 300 EAST STREET, SAID POINT ALSO BEING ON A 303.00 FOOT RADIUS CURVE TO THE LEFT AND RUNNING THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIFTEEN (15) COURSES, THE RADIUS POINT OF WHICH BEARS N 83°13'28" E; THENCE ALONG THE ARC OF SAID CURVE 72.25 FEET, THROUGH A CENTRAL ANGLE OF 5°09'19"; THENCE S 11°55'41" E 239.45 FEET; THENCE S 78°04'19" W 3.50 FEET; THENCE S 11°55'41" E 7.00 FEET; THENCE N 78°04'19" E 3.50 FEET; THENCE S 11°55'41" E 56.24 FEET TO A POINT ON A 885.00 RADIUS CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS S 78°04'17" W; THENCE ALONG THE ARC OF SAID CURVE 133.86 FEET, THROUGH A CENTRAL ANGLE OF 8°39'58"; THENCE S 3°15'45" E 161.17 FEET; THENCE S 86°44'15" W 3.50 FEET; THENCE S 3°15'45" E 7.00 FEET; THENCE N 86°44'15" E 3.50 FEET; THENCE S 3°15'45" E 250.66 FEET TO A POINT ON A 967.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS N 86°44'15" E; THENCE ALONG THE ARC OF SAID CURVE 24.23 FEET, THROUGH A CENTRAL ANGLE OF 1°26'08"; THENCE S 40°14'07" W 2.12 FEET TO A POINT ON A 968.50 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS N 85°12'48" E; THENCE ALONG THE ARC OF SAID CURVE 41.18 FEET, THROUGH A CENTRAL ANGLE OF 2°26'09" TO A POINT ON THE NORTH BOUNDARY OF COTTON MEADOW SUBDIVISION, RECORDS OF WASHINGTON COUNTY; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES, N 89°09'54" W 346.69 FEET; THENCE S 0°50'06" W 16.50 FEET; THENCE S 1°16'39" E 563.66 FEET TO A POINT ON THE EXTENSION OF THE BOUNDARY OF THAT PARTICULAR PROPERTY AS DESCRIBED IN ENTRY NUMBER 20100006332, RECORDS OF WASHINGTON COUNTY N 67°45'00" W 650.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 100 EAST STREET; THENCE CONTINUING ALONG SAID BOUNDARY N 1°23'10" E 1325.41 FEET TO A POINT ON THE CENTER LINE OF 500 SOUTH STREET AS SHOWN ON THE R. F. GOULD'S ENTRY WHICH HAS BEEN PREVIOUSLY ABANDONED; THENCE ALONG SAID CENTER LINE S 89°09'20" E 784.12 FEET TO THE POINT OF BEGINNING CONTAINS 25.95 ACRES

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Properties" shall mean and refer to that certain real property hereinbefore described, known and recorded as Hobble Creek Subdivision.

Section 2. "Lot" shall mean any individual Parcel shown upon the Hobble Creek Subdivision Plat, recorded at Washington County, which may be conveyed by reference to the number of such Lot designated on the Plat.

Section 3. "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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Living Dwelling" shall mean and refer to any dwelling structure built upon any Lot.

Section 5. "Declarant" shall mean and refer to *Salisbury Developers Inc.*, its successors and assigns.

ARTICLE II

Architectural Control Committee

The Architectural Control Committee, hereinafter referred to as the "ACC", is hereby established for the purpose of enforcement of this Declaration. The Declarant shall be the "Architectural Control Committee" which shall have the following authority and responsibilities:

1) Authority: The ACC is established for the purpose of enforcing this Declaration to assure high aesthetic and architectural standards with the declared intention of creating an attractive residential environment. The Committee will oversee and approve all architectural designs and site plans to establish standards and protect the quality of the subdivision.

2) Responsibilities: In addition to other duties described throughout this Declaration, The ACC will be responsible to promptly review any home plan, site plan and landscaping plan within the Property. The Committee will not unreasonably withhold approval of any submitted plans that conform to what is stated in this Declaration.

3) Submission process:

a) Any home plans or improvements on any Lot within the property shall be submitted to the ACC prior to application for any building permit to the city.

b) Within a reasonable time following the submission, the committee shall review the submission and may require additional information.

c) Any failure to submit plans to the ACC prior to construction shall constitute a violation of this Declaration and shall be subject to the appropriate court action, including the assessment of costs and attorney's fees.

4) Approval process:

a) The builder/owner shall submit preliminary plans and specifications for its project to the ACC. The Committee shall review the documents and within thirty (30) working days either approve, conditionally approve with modifications, or disapprove the plans. If however, the committee requests additional information, the approval date will be extended accordingly.

- b) Upon Committee approval of preliminary plans and specifications, a letter will be given to the Builder/Owner to present to Washington City with final plans for building permits.
- c) The Committee shall have the right and authority to monitor construction of the project to oversee that compliance with this Declaration is achieved. The Committee shall notify the Builder/Owner in writing of any failure to comply in a timely manner.
- d) The Builder/Owner shall comply with any and all applicable city, county or state rules, ordinances and regulations to satisfy the approved provisions.

5) Use of Lots: No Lot or Living Dwelling shall be used, occupied or altered in violation of law or these Covenants, Conditions and Restrictions, so as to create a nuisance or interfere with the rights of any Owner. Each single-family dwelling shall house only one residing family in accordance with Washington City ordinance. Each Living Dwelling shall not be used for commercial, retail or industrial purposes, except for reason of in-home business, office or hobby.

6) Building Location: Each Living Dwelling or building shall be located such that:

- (a) No building shall be located on any Lot nearer than 20 feet to the front property line, or nearer than 20 feet to any side street property line. The minimum side yard for any Living Dwelling is 10 feet on one side and 8 feet on the other. No Living Dwelling shall be located on any Lot nearer than 10 feet to the rear property line. Secondary structures may be located within 5 feet of a rear or side property line, but no secondary structures shall be closer than 5 feet of an adjoining Lot. Secondary structures must be attractive, maintained, and must have exterior colors and roofing similar to the primary structure.
- (b) Eaves, roof projection, roof overhang and steps shall not be considered as a part of a Living Dwelling when positioning building upon any Lot.
- (c) Lots located on Private streets within Hobble Creek Subdivision: No building shall be located within 10 feet to the front property line and no front facing garage shall be located within 20 feet to the front property line allowing for a minimum 20 foot driveway.

7) Machinery and Equipment: No large machinery or equipment of any kind shall be placed, stored, used, operated or maintained in, on or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Dwelling or appurtenant structures. Any machinery or equipment that is allowed on a Lot shall be screened from view behind the front yard setback and shall not be a nuisance to the community.

(a) **8) Maintenance and Repair:** No Living Dwelling, building, structure or landscaping and fencing upon any Lot shall be permitted to fall into disrepair and at all times shall be kept in good condition. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, hence contributing to the beauty and value of the neighborhood.

9) Nuisances: No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Dwelling or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Living Dwellings or Lot.

10) Trash Container and Collection: All garbage and trash shall be placed and kept in covered containers. As much as is possible, such containers shall be maintained as not to be visible from the front road or neighboring Lots, except to make them available for collection, and then only for the shortest time necessary to effect such collection.

11) Ground Water and Soil Erosion: If the Lot Owner chooses to design his home with a basement, he is encouraged to obtain a Soils Engineer's study and follow recommendations therein. Declarant shall not be responsible for waterproofing, removing ground water, or any liability incurred by Owner or others as a result of ground water. It is the responsibility of each Owner to prevent runoff water from entering adjacent Lots. Each Owner shall be responsible to perform his site work in such a manner as to provide positive drainage away from their dwelling and to minimize erosion and runoff. Any desired or necessary retaining walls are the responsibility of each Lot Owner and must meet the requirements of the ACC and applicable Washington City Ordinances.

12) Recreational and Other Vehicles: No large trucks and commercial vehicles belonging to Owners or other residents of the Living Dwelling shall be parked within or adjacent to the Lot, except temporary parking, not to exceed twenty-four (24) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot driveway or front of a dwelling, private or public street, except that these restrictions shall not apply to emergency repair to vehicles. Boats and motor homes, or recreational vehicles, other than regularly used passenger cars and light trucks which may be parked upon driveway areas, must be kept on side or rear yards behind the front yard setback, and when possible, obscured from the front view

13) Building Structures and Accessories: Every Living Dwelling exclusive of garages, shall have a minimum finished area above the grade level of the Lot of One Thousand Six Hundred (1600) square feet for a single-level residence and Two Thousand Four Hundred (2400) square feet for a two-story, of which Fourteen Hundred (1400) square feet must be on the main floor.

- (a) **Building Height.** No building shall be erected to a height in excess of thirty-five (35) feet above the finished street grade. No Living Dwelling shall be erected to a height less than one (1) full story above the finished street grade. The Architectural Control Committee shall have the power to further limit the number of levels and stories and the height of structures in its sole and absolute discretion.
- (b) **Garages.** Each Living Dwelling must accommodate a minimum of two (2) cars, fully enclosed. Where possible, side entry garages are encouraged to present a varied and less uniform scope. Carports are not permitted.
- (c) **Exterior Building Materials.** Brick, stone, stucco, or other masonry materials approved by the ACC, is required to cover at least 80% of the home exterior. Other high quality exterior materials may be used but must first be approved by the ACC. The colors and materials on the homes shall be varied to improve the aesthetics of the Subdivision. Color combinations should blend well as to enhance the overall look of the home. Extreme color combinations and designs are not permitted.
- (d) **Roofs.** Roofing materials will consist of concrete tile or slate. Roof pitch shall not be less than 4/12 over the main portion of the structure.
- (e) **Home Accessory Structures.** Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the

colors, textures and materials approved for the Living Dwelling, and shall be integral to the architecture of the Living Dwelling.

- (1) Mailboxes. Mailboxes will be located in accordance with the U.S. Postmaster requirements.
- (2) Solar Equipment. If solar panels are used, they are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be hidden from view.
- (3) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing material.
- (4) Fences and Walls. Individual Lot fences, which are located within the minimum setback lines of the street, may be constructed of brick, cinder block, pre-cast concrete or wrought iron, or combinations of the above materials. Wrought iron fences or country style fences (such as rail fences) are highly encouraged. No vinyl will be allowed. Wooden or chain link fences are not permitted. Fences are not to exceed 36 inches in the front yard, and not to exceed six (6) feet in the back and side yard and need to satisfy the city ordinance for fences. Side yard fences on corner lots must be set back at least 10 feet from the sidewalk. Rear and side yard fencing must be in place within (12) months from the date of occupancy.
- (5) Antennas. All antennas are restricted to the attic or interior of a dwelling. Satellite dishes shall be allowed, provided they are screened from view when ever possible.
- (6) Pools, Spas, Fountains, Game-courts. Pools, spas, fountains and game-courts shall be located to avoid impacting adjacent Lots or Living Dwellings with light or sound. No game court shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring Living Dwellings. No unsightly structures shall be constructed or permitted.
- (f) Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view. Air conditioning units and swamp coolers are not permitted on roofs or through windows.

(g) Landscaping Guidelines and Requirements. Front yard landscaping must be in place upon occupancy of the Living Dwelling. For each Living Dwelling, landscaping of entire yard, including grass, trees, and shrubs, must be completed within twelve (12) months following completion or occupancy. All demolition, clearing, grubbing, stripping of soil, excavation, and compaction and grading must be performed within the confines of the Lot. Each Lot Owner will commence construction of a home within twelve (12) months of Lot purchase or the Owner shall be required to provide landscaping for said Lot within twelve (12) months of purchase.

(1) It is encouraged that landscaping include wooded cluster of trees and shrubs.

A minimum of six (6) trees per lot is required with at least half being planted in the front yard. The remaining landscaping shall be groomed grass and other landscaping materials and plant life

(2) Each Lot must have a functional automated watering system.

(3) Each Lot Owner is responsible for retaining all soil erosion and water drainage, including but not limited to, rain, snow melt and sprinklers within their own Lot. Any desired or necessary retaining walls are the responsibility of each Lot Owner.

ARTICLE III

General Provisions

Liability of The Architectural Control Committee: Neither the Committee, nor any member, agent or employee thereof shall be liable to an Owner/Builder or tenant or to anyone submitting plans or to any other party by reason of mistake in judgment or negligence arising out of or in connection with the approval, disapproval or failure to approve any house plans or for any other action in connection with the duties of the Committee.

Enforcement: Any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now and hereafter imposed by the provisions

of this Declaration. Failure of the ACC or any Lot Owner to enforce any covenant or restriction in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

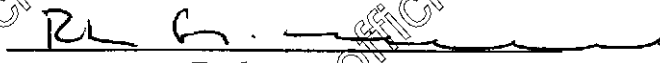
Duration: The Covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. At the end of such period, this Declaration is automatically extended unless or until terminated by a two-thirds majority vote of the Lot Owners.

Amendments: The Covenants, conditions, and restrictions of this Declaration may be amended by a two-thirds majority vote of the Lot Owners. Any Lot Owner may initiate and prepare an amendment proposal. Such amendment proposal must be executed by the signatures of two-thirds of the total Lot Owners in the Hobble Creek Subdivision and recorded in the office of the Washington County Recorder. The Declarant reserves the right to unilaterally amend all or any part of this declaration, until such time that the Declarant is no longer a Lot Owner.

Severability: If a case of Invalidation of any one of these covenants or restrictions by judgment or court order shall take place, in no way shall it affect the other provisions set forth in this declaration, and such provisions shall remain in full force.

Washington City Requirements: No statement, covenants, conditions, or restrictions set forth in this Declaration is intended to replace, undermined or circumvent Washington City requirements. Although an Architectural Committee approval letter will be required prior to a building permit application, Issuance of building permits is solely controlled by Washington City.

IN WITNESS WHEREOF, I, being the Declarant of the Hobble Creek Subdivision CC&Rs have hereunto set my hand this 18th day of June 2011


Declarant

State of Utah

: ss.

County of Utah

On the ~~1st~~ day of June, 2011, ^{12th EP} personally appeared before me, Rick Salisbury, President of Salisbury Developers Inc., who by me being duly sworn did say, that he executed the above document on behalf of said company.



Notary Public

