

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WASATCH MEADOWS ESTATES**

This declaration is made this 20th day of Sept., 2006 by the members of Triple 'S' Development, Inc. hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is desirous of protecting the above described property (herein the "Lots") in West Bountiful City, Davis County, State of Utah, more particularly described as follows: Lots 1 through 14 of Wasatch Meadows Estates according to the official plat thereof filed with the Davis County Recorder in Davis County, Utah. Lot 15 is excluded from these covenants since it is a home listed on the National Historic Register.

06-263-0001 Thru 0014

WHEREAS, Declarant is desirous of protecting the above described property by **PROTECTIVE COVENANTS**: Now therefore it is the desire of said owner and intent therefore that said property shall be conveyed hereafter subject to the **PROTECTIVE COVENANTS** set forth below in order to enhance a more uniform development of the Lots therein, maintained to the extent of the natural environment in which they are located, and maintain the value thereof.

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

**ARTICLE I
ARCHITECTURAL CONTROL COMMITTEE**

MEMBERSHIP: The initial Architectural Control Committee ("Committee") shall be comprised of two members of Triple 'S' Development, Inc. and there may be one additional member appointed by Triple 'S'. A majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the committee. The remaining members of the committee shall have full authority to elect a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants.

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Wasatch Meadows Estates

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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TERM: The initial committee shall remain in existence until such time that at least eighty (80) percent of the Lots in said subdivision are sold. Upon completion of that percentage of the lot sales, a successor Committee, comprised of at least three (3) members, shall be appointed by the original Committee or elected by a majority of the owners of Lots subject to this declaration. Such determination shall be made by the initial committee members. The successor Committee shall have the same powers and authority of the initial Committee and the members thereof shall serve for such term or terms as said majority may determine, but in no event, less than two (2) years. Members appointed or elected, must be a resident of said subdivision. At any time, the then recorded owners of a majority of the lots (at least 75%) shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

FUNCTION: The function of said Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on Lots in said tract, in order that all structures shall conform to the restrictions and general plans of the Declarant for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restriction(s) set forth in this declaration, except has herein specifically provided. The Committee may act by any two (2) of its members. Any authorization, approval, or power made by said Committee shall be in writing and signed by at least two (2) members. In the event the Committee or its designated representative(s) fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE II **RESIDENTIAL AREA COVENANTS**

SECTION 1. QUALITY

- A.** No Lot shall be used except for construction and occupancy of one single family dwelling. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot without full compliance with West Bountiful City ordinances, which govern conditional use permits.
- B.** Each dwelling must have a garage for a minimum of two (2) and not more than four (4) cars.
- C.** No building shall exceed 2 ½ stories in height above basement level.
- D.** Roof pitch shall be no less than 5/12.

- E. Both the exterior building design and material of all dwellings shall be of sufficient quality, durability, and resistance to the elements to satisfy the purpose for this ordinance and the Uniform Building Code.**
- F. All structures constructed within the subdivision shall be of good quality, workmanship, and materials. All exterior construction shall be of new brick, stone, or stucco with a wainscot of brick or stone on at least the front and two side elevations. The rear side shall be new brick, stone, stucco, or high quality aluminum or vinyl siding with a wainscot of brick or stone being required on the rear of the structure on lots 1, 5, and 11. Any wainscot required as described above, may be eliminated from the elevation in question, if said elevation contains at least 75% masonry or stone and is approved by the Committee. If the design of the front elevation of the structure includes an overhang, the wainscot may be adapted if approved in writing by the Committee. Fiber-cement siding manufactured by James Hardie, Inc. (or an approved substitute) may be used to serve as an accent in the area above the wainscot or may be used in place of vinyl siding with prior written approval by the Committee. Wood may also be used as an accent in the entry way as well as matching shutters with prior written approval by the Committee.**
- G. All construction is to be comprised of new materials, except that used brick may be used in limited quantities with prior written approval of the Committee.**
- H. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth toned colors shall be permitted.**
- I. No modular or log homes shall be allowed on any lot.**
- J. The construction time for the exterior portion of any structure shall not exceed twelve (12) months from start to finish except for any delay caused by an act of God; strikes; actual inability of the owner to procure delivery of necessary materials or by interference by other persons or forces beyond the control of the homeowner. Financial ability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his or her control.**
- K. All building debris, excavation, dirt, dumpsters, toilet facilities, etc. associated with the building process shall be removed within the twelve (12) month construction period. Such debris, excavation dirt, dumpsters, toilet facilities, etc. shall not be permitted on any of the streets or sidewalks. Any property owner shall be responsible for seeing that any street in said subdivision and particularly in front of his or her construction area is free of mud, dust, etc. from any**

Construction activity on his or her lot. Failure to maintain the streets in the above described manner could result in the Committee or its Successors correcting the deficiency and recording a lien against said property.

- L. All setbacks, side yards, and rear yards shall be in conformity with West Bountiful City ordinances in effect at the time of construction that specifically apply to Wasatch Meadows Estates on any building on any lot.**
- A. SECTION 2. DWELLING SIZE. One Thousand Five Hundred Fifty (1,550) square feet, (not including basement or garage area).**
- B. For a multi-level dwelling, Two Thousand (2,000) square feet in the aggregate for the upper main living levels (not including the basement or garage area). The main level must be One Thousand Two Hundred (1,200) square feet or more.**
- C. All construction must meet West Bountiful City requirements for R-1-8 zoning.**

SECTION 3. PLAN SUBMITTAL

No building or other structure shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition, change or alteration therein be made until the plans have been submitted to and approved in writing by the Committee as to the harmony of exterior design and in accordance with appropriate location to surrounding structures and topography. All structures must meet West Bountiful City ordinances and acceptable Uniform Commercial Building Codes. Any out building must be of a permanent nature; i.e. footings, foundations, and asphalt shingle roof. Any out building must be submitted to the Committee for approval prior to construction. All out buildings must be set back from the front lot line a minimum of sixty (60) feet. All garages attached to the home must be offset from the front elevation by at least one (1) foot and may be offset by at least five (5) feet. For every foot of offset to the garage in the front yard, the rear yard on all lots except Lot #6, #7, #8, and #9 may be reduced correspondingly to a maximum of five (5) feet on the garage side only.

SECTION 4. CONSTRUCTION REPAIR AND DESIGN REVIEW DEPOSIT

Concurrent with submittal of the proposed home plans for each Lot, each owner shall be required to pay a Construction Repair and Design Review Deposit in the amount of Eight (8) Hundred dollars before any plans shall be reviewed and/or approved by the Committee. Said deposit shall be made payable to Triple 'S' and shall be held and used by the Committee as set forth in this Section. Upon completion of the construction of improvements (including landscaping of the front yard) on the owner's lot, the owner shall be entitled to a refund of Six (6) Hundred

dollars provided that the lot and public improvements adjacent to said lot are free of construction debris and damage. No refund shall be made until the owner has complied with that condition. In the event such owner shall fail to comply, then the Committee shall be entitled to use said funds in payment of costs and expenses required to place the lot in compliance. No refund shall be made until the Architectural Committee and the City have examined the premises and give their approval for the release of the City bond.

SECTION 5. FENCING

Fencing will be allowed in the front yard to the extent that it complies with West Bountiful City ordinances, however, in no event shall the height exceed Three (3) feet for any fence in front of the home and must have gaps so as to allow persons to see through said fence. Set backs for fencing will meet West Bountiful City requirements for front property lines, which are the same set backs as required for the residence. All new fencing shall be constructed of block, concrete, vinyl, or ornamental iron. No wood or chain link fencing shall be allowed on any lot.

SECTION 6. PETS

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control. Noisy pets, such as barking dogs, which are bothersome to a plurality of neighbors, must be removed.

SECTION 7. VEHICLES, BOATS, SNOWMOBILES, ETC.

No vehicle, boat, snowmobile, etc. of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot or from any street. Trailers, boats, snowmobiles, motor homes, recreational vehicles and the like shall not be stored on driveways, unless behind the front line of the house.

SECTION 8. CITY ORDINANCES

All improvements on all lots shall be made, constructed and maintained, and all activities on a lot shall be undertaken in conformity with all the laws and ordinances of the City of West Bountiful, Davis County, and the State of Utah which may apply, including without limiting the generality of the forgoing, all zoning and land use ordinances.

SECTION 9. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation between two (2) and six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 10. EASEMENTS

Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 11. OBSTRUCTIVE MATERIALS

Air conditioners, coolers, pool filters, firewood storage, building ground or repair material, storage, lawn and yard tools, equipment and other temporary or permanent equipment must be screened or completely stored and substantially invisible from the streets and other homes. Screening shall be constructed of the same material as the adjacent building or wall. No visible ham radio towers will be allowed. TV dishes will be allowed provided they are placed or screened so they are not visible to neighboring properties and streets.

SECTION 12. NUISANCES

No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

SECTION 13. TEMPORARY STRUCTURES

Except for the initial purpose of the sale of the lots, no structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

SECTION 14. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

SECTION 15. LANDSCAPING

The front yard shall be landscaped within nine (9) months after the final inspection by the City or certificate of occupancy, whichever occurs first, and all back and side yards must be landscaped within 18 months after the dwelling is occupied. No refunds of the architectural review deposit will be made until all front yard landscaping is completed. All park strips must be planted in grass within the exception of the trees that will be planted in said park strip by the Developer and the City. Each owner shall be responsible for maintenance of the park strips including trees fronting on each owner's lot. If any of the trees provided by the Developer and the City are damaged or die due to neglect of said Owner, the Owner shall be required to replace any damaged or dead tree with one of similar caliper and of the same type as the other trees in the development. No existing trees in the subdivision may be removed from any lot without written permission from the Architectural Review Committee.

ARTICLE III

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT

Enforcement shall be effected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either by restraining the violation or recovery of damages. Either the Architectural Control Committee or any property owner affected by any violation of these covenants is hereby authorized and empowered to bring such action. Failure by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that said property owner does not make the required corrections pertain to the above covenants, the Architectural Review Committee or its Successors may cause the corrections to be made and any costs attached thereto may be filed as a lien against such property owner's property and may be enforced in accordance with the lien laws existing in the State of Utah at such time as the corrections are performed.

SECTION 2. SEVERABILITY

Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

SECTION 3. RESPONSIBILITY

The lot owner is responsible to inform any succeeding lot owner as to the contents of these restrictions.

SECTION 4. AMENDMENT

The Covenants and Restrictions of the Declaration shall run with and bind the land for a term of forty (40) 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 terminated by a vote of at least seventy-five percent (75%) of the total votes of all owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed and recorded against the lots.

IN WITNESS WHEREOF, the undersigned, being the officers of the Declarant herein, has hereunto set their hand.

This 20th day of SEPTEMBER, 2006.

DECLARANT:

Ronald W. Stout

Ronald W. Stout

President

and/or

Gary V. Smith

Gary V. Smith

Secretary – Treasurer

Dated: 9/20/2006

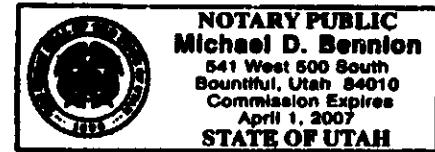
STATE OF UTAH
COUNTY OF DAVIS

On the 20 day of September, 2006 personally appeared before me, Ronald W. Stout, and /or Gary V. Smith, the signers of the above instrument, who duly acknowledged to me that they executed the same.

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Notary Public

My Commission expires: April 1, 2007
Residing at Bountiful, UT 84010



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