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ERNEST D ROWLEY, WEBER COUNTY RECORDER
10-JUL-13 207 PM FEE \$49.00 DEP TDT
RECORDED FOR: VALEO MANAGEMENT CORP

DECLARATION OF PROTECTIVE COVENANTS

**FOR
Miya Meadows Phase 5**

This declaration of Protective Covenants made and entered into this 10th day of July, 2013 by Valeo Management corp., hereinafter referred to as declarant.

WHEREAS, Declarant is the owner of real property described on Exhibit A and attached hereto, and;

WHEREAS, said real property has been platted and divided into building lots and is to be known as Miya Meadows Phase 5, and;

WHEREAS, Declarant desires to impose certain protective covenants for the mutual benefit of all future owners of the building lots described.

NOW THEREFORE, Declarant does hereby certify and declare that all or any portion of the above described property shall be owned, held and enjoyed by any future owners or grantees and their heirs and assigns subject to the following restrictions and covenants:

1. **LAND USES AND BUILDING TYPE** -All land-use will be in accordance with current city zoning requirements for the property and the following restrictions are considered to be more restrictive as pertaining to this subdivision. All lots located in the above-described property shall be used for single-family residences only. No building shall be erected, altered, placed or permitted to remain on any such lot other than one single-family dwelling not to exceed two stories in height and a private garage for at least two cars. No pre built or log homes of any nature shall be permitted on any lot, nor shall any condominium or apartment or other multiple structure be built. Sheds or detached garages will be allowed; provided, such structures will be constructed of the same materials and have the same appearance as the residence constructed on said lot and shall be located on the rear of the lot. Any shed, detached garage, or other structure shall have prior written approval of the Architectural Control Committee as to design, size, construction materials, and site location on the lot.

2. **ARCHITECTURAL CONTROL COMMITTEE** - The Architectural Control Committee is composed of Brett Satterthwaite Cecil Satterthwaite, Jeff Hales, and Bruce Nilson . A majority of the committee may designate a representative to act for them in the event of the death or resignation of any member of the Committee. The remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Notwithstanding the foregoing provisions, the committee members shall have no affirmative obligation to be certain that all construction in the subdivision complies with the restrictions contained herein and no Committee member shall have any liability or responsibility for any decision or lack thereof, in carrying out the duties of a Committee Member. The Sole responsibility for compliance with the provisions of the Declaration shall rest with the lot owners in the subdivision. After all of the lots have been sold by the Declarant and homes have been constructed on said lots, the record owners of a majority of the lots shall have the power to change the membership of the Committee or to withdraw from or restore to the committee any of its powers and duties.

3. **ARCHITECTURAL CONTROL** - No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. Approval of any structure shall be in the sole discretion of the Architectural Control Committee. Said approval shall be based on, but not limited to, a review of the quality of workmanship, construction materials, design, exterior color, overall dimensions, harmony with existing structures, and the location on the lot which

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4. **DWELLING QUALITY AND SIZE** - It is the intention and purpose of these covenants to insure that all dwellings within the real property shall be of high quality workmanship and materials, and that as each home is built, it shall enhance the value of the other homes in the subdivision. All dwellings shall be of a "stick built" construction type. Mobile homes, manufactured housing and modular homes are specifically not permitted. The size and quality of the dwelling in the Real Property shall be as follows:

Single Story Dwelling- Single story dwellings shall have a ground floor area, exclusive of open porches, garages, and basements, of not less than thirteen hundred and fifty (1,350) square feet.

Two Story, Two Story Dwellings shall have a living area on the ground floor or above, exclusive of open porches, garages, and basements of not less than eighteen hundred (1,800) square feet. No multi-level dwellings unless approved by the Architectural Control Committee.

Garage- Each home must have at minimum, a two car enclosed garage attached to the home. Open car-ports are not allowed.

Exterior Finish - Exterior finish shall be of brick, native or cultured stone, stucco, or masonry plank (hardi type) siding. No Aluminum or vinyl siding is allowed on any home. All homes shall have brick or stone on 75 % of the front exterior of the house.

Minimum setback - No building or structure shall be located on any lot nearer to the street than minimum city requirements.

Roofing- All roofing must be cedar shakes or architectural asphalt shingles unless otherwise approved in writing by the Architectural Control Committee. No roof covering of a metal substance shall be allowed unless an exception is granted by the Architectural Control Committee, and then only if the metal roof covering is textured to such a degree as to have the appearance of shingles or tiles. All roofs on any home or other structure shall have a minimum pitch of 6x12.

Color- Exterior colors of the dwelling must be earth tones, or other colors that remain in harmony with the surrounding developments, unless otherwise approved in writing in advance by the Architectural Control Committee.

Mailboxes - Mailboxes located in the subdivision shall comply with all city ordinances and U.S. Postal Services rules and regulations and shall be constructed of brick or rock and shall be subject to design and site location approval of the Architectural Control Committee

5. **CONTRACTOR CONSTRUCTED HOMES** - All homes shall be built by a full-time, qualified, licensed building contractor. The contractor shall be responsible for obtaining all necessary permits, licenses and approvals required by the City of Farr West at the time of construction.

6. **CONSTRUCTION** - Construction of any buildings or structures, residential or otherwise, shall be completed no later than 12 months from the date of commencement (deemed to be upon issuance of the building permit) of construction thereof. Completion of construction of the structure shall be deemed to be upon issuance of the Certificate of Occupancy unless otherwise approved by the Architectural Control Committee.

7. **TEMPORARY STRUCTURES** - No structure of a temporary character, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
8. **EASEMENTS** - Easements for installation and maintenance of utilities such as electric power, telephone lines, gas lines, water lines, sewer lines, drainage facilities and future streets are reserved as shown on the record plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which damage or interfere with installation and maintenance of utilities, or which may change the direction of flow drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
9. **FENCES** - No fence, wall or other similar structure shall be constructed or placed on any lot nearer the street than the front of the house line, nor shall any fence, wall or similar structure be constructed to a height greater than 6 feet. All fencing is to be constructed of vinyl privacy or semi-private and is the homeowners responsibility. No chain link or wood fencing allowed.
10. **SIGNS** - All signs must be in accordance with city ordinances with the following restrictions pertaining to this subdivision. Except for the following described signs, no sign of any kind shall be displayed to the public view on any lot: one sign of not more than 24 square feet advertising the property for sale; or signs used by a builder to advertise the property during the construction and sales period.
11. **NUISANCES** - No noxious or offensive 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 or detract from its values. All roof mounted heating and cooling equipment to be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes, etc, are to be hidden from the view from the street.
12. **NO RENTALS** - No basement apartments or other portions of the dwelling may be used or leased for rentals, apartments or other such uses to any other person or entity. No separate apartments within the dwelling shall be allowed.
13. **PETS AND LIVESTOCK** - No animals or fowls of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. All lot owners shall comply with city regulations and ordinances regarding the keeping of pets.
14. **GARBAGE AND REFUSE DISPOSAL** - No rubbish, trash, garbage, or other wastes shall be dumped or allowed to accumulate on any lot, developed or vacant. All such wastes shall be kept in clean, sanitary containers. Trash receptacles shall not be kept in a visible location in the front of the house except on garbage collection days.
15. **LANDSCAPING AND LIGHTING** - Landscaping of the exterior of the dwelling shall be done in a manner compatible with other landscaping in the subdivision. (Poplar, Ash, Russian olive or any form of cottonwood tree will not be permitted within the subdivision). Each homeowner shall plant at least two flowering or chandelier trees evenly spaced in the park strip across the frontage of each lot. Homeowner shall be responsible for tree irrigation system. Landscaping of lots shall be completed within one year of home occupancy. All exterior lighting shall be in accordance with city ordinances.
16. **PARKING OF VEHICLES** - Unless enclosed in an attached garage or detached structures, recreational vehicles shall be parked only in designated driveways. No vehicle of any kind shall be parked in any front or side yard except in a designated driveway. Any such vehicle parked in a side yard shall be kept behind a fence to screen the visibility thereof from the street. No tractor-trailer trucks and/or semi-trailers will be allowed to park in the subdivision except in the case of moving or deliveries. No motor vehicle or any other transportation device of any kind may be parked or stationed in a fire lane or red zone.
17. **MOTORBIKES, ATVs, SNOWMOBILE RESTRICTIONS** - No ATV, motorbike, or snowmobile course shall be erected or permitted on any lot. The roadways to the lots cannot be used by such vehicles as a track or course.

18. **HOME OCCUPATIONS** - No home occupation as defined by the Farr West City Zoning Ordinance shall be allowed or maintained in the subdivision that generates additional traffic or requires additional parking. Any business venture or other activity, which generates delivery traffic, is not allowed.

19. **VACANT LOTS** - All vacant lots must be mowed regularly by the lot owner and maintained in a clean manner.

20. **STORM WATER MATTERS** - The construction of each dwelling, other structure, landscaping, or other improvement shall be in full compliance with all now or hereafter effective federal, state, and local laws, rules, and regulations (collectively, storm water laws) relating to storm water pollution. Lot owners shall be fully and finally responsible for; (i) becoming apprised of the terms, conditions, and requirements of all storm water laws, (ii) causing their contractors, subcontractors, material suppliers, and other appropriate persons and entities (collectively, construction parties or, individually, a construction party) to become apprised of the terms, conditions and requirements of all storm water laws, and (iii) strictly complying with, and causing their construction parties to strictly comply with, all storm water laws which are from time to time in effect. Although the terms, conditions, and requirements relating to storm water laws will almost certainly be changed, modified, or replaced, in whole or part, from time to time, it is expected that terms, conditions, and requirements relating to such storm water laws may include, but would not necessarily include or be limited to, the following:

A. Provisions stipulating that such storm water laws apply to, and must be complied with by, all lot owners, construction parties, and all other persons and entities which are from time to time involved, in any way, with construction upon any lot or associated area.

B. In order to assure that they are in full compliance with all now or hereafter effective storm water laws, lot owners and all construction parties are directed to contact appropriate federal, state, and local agencies and authorities including, but in no event limited to, the Utah Department of Environmental Quality, Division of Water Quality or any successor agency or authority (collectively, the DEQ).

C. Each lot owner and each construction party shall be required to obtain, prior to the commencement of construction, such permits (collectively, storm water permits) as are from time to time required by applicable storm water laws. In order to ascertain the requirements for storm water permits, the lot owners and the construction parties should contact the DEQ and other applicable agencies or authorities.

D. The DEQ and other applicable federal, state, and local agencies and authorities are expected to possess and retain the right to impose significant fines and penalties (collectively storm water fines) in connection with violations of storm water laws. Except in the event of storm water fines resulting from the negligent actions of the developer, each applicable lot owner shall be responsible for promptly paying all storm water fines which in any way relate to such owners lot, regardless of whether such storm water fines arise as a consequence of the actions of the lot owner, any of the construction parties, or third parties - and shall indemnify, defend, and hold harmless the developer in connection with all matters relating to the violation of storm water laws and the payment of storm water fines.

E. Current and future storm water laws are expected to prohibit all conditions that do or could result in storm water carrying silt or other materials away from the lot. Lot owners, and construction parties should refer to specific storm water laws in order to ascertain the full range of violated conditions. In no case will lots be graded to direct storm water

[Handwritten Signature]

Notary Public for Utah

Residing at: Weyton, Utah

My Commission Expires: 3-28-14



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