



\*W3238484\*

**DECLARATION OF PROTECTIVE COVENANTS**  
For  
"MEYERHOFFER MEADOWS"

This declaration of Protective Covenants (CC&Rs) made and entered into this 26 day of May 2022, by **Blackpine, LLC**, 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 Meyerhoffer Meadows ("Subdivision"), 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 Code 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 three cars. No prebuilt 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 they meet Code 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 Garrett Hansen and Daniel Stephens. 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. 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 shall include the topography and finish grade elevation.
4. **CODE REQUIREMENTS** - The Marriott-Slaterville City Municipal Code, the regulations of the Weber-Morgan Health Department, state law, federal law, or other applicable regulation is in continual full force and effect in the Subdivision (hereafter the "Code"). No Lot may be occupied in a manner that is in violation of any statute, regulations, or the Code. Marriott-Slaterville City ("City") or other regulatory agency is not required or obligated to enforce these CC&Rs.
5. **DWELLING QUALITY AND SIZE** - It is the intention and purpose of these covenants to ensure 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:

**Basements** – No basements shall be allowed in the subdivision.

**Single Story Dwelling-** Single story dwellings shall have a ground floor area, exclusive of open porches, garages, of not less than seventeen hundred (1,700) square feet.

**Two-Story, Two-Story Dwellings** shall have a ground floor area, exclusive of open porches, garages, and basements of not less than twelve hundred (1,200) square feet; provided, that such a residence shall contain not less than a total of twenty-five hundred (2,500) square feet, exclusive of garage and open porches. No multi-level dwellings unless approved by the Architectural Control Committee.

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

**Exterior Finish** - Exterior finish shall be of brick, native or cultured stone, stucco, wood, or masonry plank (hardi-type) siding. No Aluminum or vinyl siding is allowed on any home.

**Minimum setback** - No building or structure shall be located on any lot nearer to the street than minimum Code 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 4 – 12 (rise over run shall be 4-12 or greater).

**Color-** Exterior colors of the dwelling must be earth tones, unless otherwise approved in writing in advance by the Architectural Control Committee.

6. **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 at the time of construction.
7. **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.
8. **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.
9. **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.
10. **FENCES** – Fences should be kept to a minimum to encourage the use of natural habitat and aesthetics. Fences or walls shall be constructed of brick, wrought iron, plastic (Trex type), vinyl, or stone. No fence or wall shall be constructed of chain link, wire mesh, slump block (painted or unpainted), or concrete block unless first approved by the Architectural Control Committee in writing. Fences, walls, and hedges shall not exceed six (6) feet above grade in height. All fences or walls constructed shall fence only rear yard areas.

11. **HIGH WATER** - A buyer or Owner of any Lot in the Subdivision, including any phases, assumes all responsibility as to the depth in which they put their footings and foundation and holds the Developers and City harmless from any damages that may come due to flooding or high ground water. No basements are allowed nor shall such be later added by addition or otherwise. The base elevation and lowest habitable floor elevation for the purpose of obtaining building permit shall be specified by a state licensed Geotechnical Engineer. Areas along waterway or in the Subdivision may be delineated or designated as flood plain, flood prone, or other flood hazard or sensitive lands at any point in the future and Owner is expressly provided noticed of such in this Paragraph and acknowledges the same without contest and holds Developers and City harmless for the same.
12. **SIGNS** – All signs must be in accordance with Code 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.
13. **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. No satellite dishes, microwave dishes or radio towers shall be permitted without the approval of the Architectural Control Committee.
14. **RENTALS AND USE** - Rentals will be in accordance with Code requirements for the property. No apartment of any kind, except where may be allowed by Code. The Lots are to be used for residential housing purposes only, and shall not be rented, in whole or in part, for transient lodging purposes such as Airbnb, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers or renters. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.
15. **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.
16. **LANDSCAPING AND LIGHTING** - Landscaping of the exterior of the dwelling shall be done in a manner compatible with other landscaping in the subdivision. Landscaping of lots shall be completed within one year of home occupancy. All exterior lighting shall be in accordance with Code.
17. **SPECIAL PROVISIONS** - The Subdivision is part of the Pioneer Special Service District ("Special District") that provides secondary irrigation water system for the Subdivision. Upon availability, the Special District will provide secondary irrigation to each Lot owner who shall pay a monthly utility fee entitled "Enhanced Services" or related language deemed by the monthly water bill. Lot owners in the Subdivision hereby and forever acknowledge and accept that such are subject to taxes, assessments, connection fees, monthly user fees, utility fees, and other fees as may be imposed by the Special District, any other special district, or an affected entity where the Subdivision is located. The secondary water system may contain debris, material, moss, bromides, or other aquatic life forms and each Owner is required to install, operate, and maintain a filtration system on each Lot Each Owner shall hold any irrigation company, the Special District, and the City harmless for any damage or other inconvenience of any kind from operation of the secondary water system. It is understood that secondary water is a valuable and shall not be wasted by any Owner or on any Lot, and that the City may enforce drought restrictions or rationing as appropriate. There is no public access to any storm water or irrigation pond, basin, line, or facility of any kind, violators will be cited for trespassing. Phases of this or other Subdivision(s) may contain Open Space. All Open Space dedicated to the City or its designee shall be held in a Perpetual Conservation Easement for the benefit of the City. Lot owners hereby acknowledge and agree that no Owners shall use any of the Open Space for individual use, access to any Lot, personal use, off-highway vehicle use, unauthorized camping, storage, parking, littering, dumping of any kind, or other unauthorized use or activity that may subsequently be imposed by the City. Owners hereby acknowledge, agree, and consent that agriculture, farming operation, fire and burning, storm water, flood control, wildlife habitat, and other similar or related activities may occur on any agricultural property in the City and on any Open Space at any time and at all hours of the day or night and that agricultural noise, odor, lights, or other agriculture related conduct that may be disruptive, disturbing, or interfere with the use and enjoyment of Owners property and that Owners shall waive any right to sue and otherwise have no objection



to nor complaint of such occurring. The City at its sole discretion may expand parks and Open Space to include agriculture, gardening, recreation, restrooms, parking areas, public buildings and facilities, trails, parks or cemetery, wildlife or vegetative habitat, conservation measures, nature programs, storm water facilities and structures, flood control, secondary water system facilities and structures, or similar activities at any time.

18. **PARKING OF VEHICLES** - Unless enclosed in an attached garage or detached structures, recreational vehicles shall be parked only in designated driveways, and never for a period of more than forty-eight (48) hours and a cumulative total of 20 days in a calendar year. 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 motor vehicle or any other transportation device of any kind may be parked or stationed in a fire lane or red zone.

19. **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.

20. **HOME OCCUPATIONS** - No home occupation as defined by Code 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.

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

22. **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.



23. **VARIANCES** - The Architectural Control Committee shall have the option of permitting variances to the building restrictions contained herein. The prime concern of the Architectural Control Committee will be that design, finish, and location harmonize with and compliment the natural environment to the fullest extent practicable. Request for variances shall be made to the committee in writing, and the Architectural Control Committee's decision shall be made in writing, within thirty (30) days of the request.

24. **ENFORCEMENT** - Enforcement of the covenants, duties and/or liens contained in these Covenants may be made by the Committee or by any individual lot owner. All costs and expenses thereof, including attorneys' fees, shall be paid by the defaulting party whether such is incurred by the filing of suit or otherwise. The actions, non-actions or negligence of the members of the Committee of Meyerhoffer Meadows shall not be actionable under any circumstances.

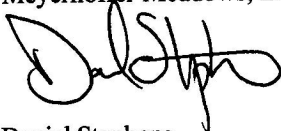
25. **SEVERABILITY** - Invalidation of any covenant herein contained shall have no effect on any other covenant or provision herein contained.

26. **AMENDMENT** - Prior to the sale of all lots in the subdivision, these covenants may be amended by declarant at any time. Following the sale of all of the lots contained in the subdivision, these covenants may be amended by mutual agreement between declarant and a majority of the lot owners of the subdivision. Each lot shall be entitled to one vote.

27. **CONDITION UPON TRANSFER OF TITLE:** Upon transfer of title from Developer to a purchaser, such purchaser shall assume full responsibility for accepting the applicable lot in its then AS IS, WHERE IS, and WITH ALL FAULTS condition, and to make an inspection of all matters relating to such lot prior to closing including, but not limited to, the following: (1) Sewer; (2) Water; (3) Secondary Water; (4) Gas; (5) Electric; (6) Telephone; (7) Curb and Gutter; (8) Sidewalks; (9) Grading; (10) Others as applicable. Consistent with the foregoing, after the closing of the purchase and sale of the applicable lot, the purchaser thereof shall be responsible for the maintenance, upkeep, and repair of all site improvement fixtures (collectively, site improvement fixtures) at any time located upon such purchasers lot including, but in no event limited to, electrical power, gas, cable, and telephone utilities.

In Witness Whereof, the declarant has executed this declaration this 26 day of May, 2022,

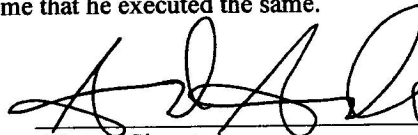
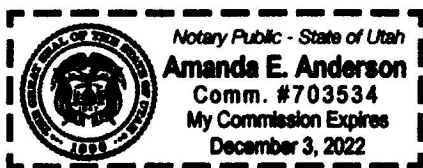
Meyerhoffer Meadows, LLC



Daniel Stephens  
Manager

State of Utah            )  
  )  
ss County of Weber    )

On this 26 day of MAY, 2022 before me a Notary Public, personally appeared Daniel Stephens, Blackpine, LLC., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

  
Notary Signature

# EXHIBIT “A”

## Legal Description



MEYERHOFFER MEADOWS SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 13 AND A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED NORTH 89°12'11" WEST 363.00 FEET ALONG THE QUARTER SECTION LINE AND NORTH 00°46'11" EAST 204.76 FEET FROM THE WITNESS CORNER TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; RUNNING THENCE SOUTH 00°46'11" WEST 1065.85 FEET; THENCE NORTH 88°44'05" WEST 633.02 FEET; THENCE SOUTH 10°19'22" EAST 73.97 FEET; THENCE ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE TO THE RIGHT 154.13 FEET, HAVING A CENTRAL ANGLE OF 11°23'42", CHORD BEARS SOUTH 04°37'31" EAST 153.88 FEET; THENCE SOUTH 01°03'38" WEST 62.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 200 SOUTH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°30'50" WEST 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE WILLARD CANAL; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 01°03'38" EAST 62.26 FEET; (2) ALONG THE ARC OF A 715.00 FOOT RADIUS CURVE TO THE LEFT 142.20 FEET, HAVING A CENTRAL ANGLE OF 11°23'42", CHORD BEARS NORTH 04°37'31" WEST 141.97 FEET; (3) NORTH 10°19'22" WEST 599.80 FEET; (4) ALONG THE ARC OF A 485.54 FOOT RADIUS CURVE TO THE RIGHT 95.00 FEET, HAVING A CENTRAL ANGLE OF 11°12'38", CHORD BEARS NORTH 04°43'03" WEST 94.85 FEET; (5) NORTH 00°53'38" EAST 461.02 FEET TO THE SOUTH LINE OF THE TAYLOR SUBDIVISION; THENCE ALONG SAID SOUTH LINE SOUTH 89°15'55" EAST 292.53 FEET; THENCE SOUTH 00°45'47" WEST 104.59 FEET; THENCE SOUTH 89°14'17" EAST 191.40 FEET; THENCE ALONG THE ARC OF A 330.00' RADIUS CURVE TO THE RIGHT 106.42 FEET, HAVING A CENTRAL ANGLE OF 18°28'33", CHORD BEARS NORTH 08°08'53" WEST 105.95 FEET; THENCE SOUTH 89°15'55" EAST 333.59 FEET TO THE POINT OF BEGINNING. CONTAINING 18.838 ACRES.

15-784-0001-0021