

**Woodland Estates Owners Association
RESTRICTIVE COVENANTS**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

Woodland Estates Owners Association, its Board and the owners of the following described property situate in the County of Wasatch, State of Utah, to-wit:

Woodland Estates, Plat B, a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Wasatch County, Utah.

and also: 04-1637 through 04-2437

Woodland Estates Plat 3, a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Wasatch County, Utah.

and also: 04-2502 through 04-2684

Woodland Estates Plat 4, a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Wasatch County, Utah.

14-4092 through 14-2401

In consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property herein above described subject to the restrictions and covenants herein recited.

General Purpose: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, and a place for the enjoyment of the residential & recreational community; to protect the property owners against the loss of value due to those things which might be undesirable, to guard against fires and hazards, and to benefit and protect the owners of property in the subdivision.

1. Benefits and burdens of these covenants and restrictions shall run with the land and all persons and corporations who now own or shall hereafter acquire any interest in the land herein above described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants and restrictions as to the use thereof and construction of residence thereon for a period from the date hereof the date 25 years from the date that these covenants are recorded except if the same are amended by 2/3 of the property owners entitled to vote thereon in accordance with law, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the plots has been recorded agreeing to change said covenants in whole or in part.

2. Each plot owner shall automatically be a member of an association composed of all of the owners of the plots in this subdivision. Said association shall meet for the first time when any three or more members shall mail a notice to every member at his last known address, stating the

time and place of the first meeting and a general statement of the business to be transacted. This notice shall be mailed at least fifteen (15) days before but not more than twenty-five (25) days before the date of said first meeting. Officers shall be elected at the first meeting of the association by a majority vote, each plot being entitled to one vote and such business shall be transacted as properly comes before it.

3. Owners of any plot, or their successors or assigns who repeatedly violate such covenants or restrictions herein, after issuance of written warning, will be subject to fines as specified by the Governing Board and as enumerated in the written warnings that are issued. All fines assessed are subject to monthly late fees of 1.5% (18% annually) on any unpaid balance after 30 days.

If any owners of any plot, or their successors or assigns shall violate or attempt to violate any such covenants or restrictions herein, the Governing Board or property owners individually or collectively shall have the right to prosecute any proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate any such covenants or restrictions and either prevent such from so doing or to recover damages or other dues for such violations. Any person owning an interest in a plot in this subdivision, their heirs, successors, grantees, personal representatives, or assigns, who violate or attempt to violate any of the covenants and restrictions contained herein, does hereby agree to pay all costs of enforcing these Protective Covenants and Restrictions, whether or not suit is filed and including the payment of a reasonable attorney's fee.

4. It shall be the duties of the association:

A. To provide for the maintenance, repair, surfacing or alteration of the private roadway system within the subdivision, and to maintain a primary access road for all lot owners.

B. To maintain the common property for the benefits of the Owners in the subdivision.

C. To require that all public roadways and common areas be held in joint ownership by all lot owners and require same to be assigned to the subdivision.

D. To create any easements over all lots designated as common lots which are necessary in favor of whatever party in order to insure tht the development of said lot shall comply in every respect to the Subdivision Regulation of Wasatch County #176 and amendments 71-6 and 71-9.

E. To remain in compliance with state and county laws.

F. To levy equitable assessments against all lot owners in the subdivision as necessary and sufficient to establish and maintain the aforementioned duties. All assessments so made shall not result in a profit to the association.

5. No officer shall be entitled to compensation for the discharge of the duties of his office and this operation of the association shall be on a non-profit basis.

6. The association shall have the power to assess annual fees and dues and collect monies from each plot owner on a fair and equal basis, as agreed to by a majority of the members, to meet its administrative expenses and to fulfil or maintain any of the above duties or such other improvements that can be accomplished within the annual budget afforded by the current assessed annual fees.

Desired improvements that cannot be accomplished within the annual budget afforded by the current assessed annual fees must be approved by a majority vote of the members. In the assessing and collecting of monies the association shall have the same power and authority as a governmental unit, including the right to sell any plot for nonpayment of any lawful assessment and tax.

7. No commercial, industrial, business or enterprise of any kind or nature shall be carried on or upon said premises unless approved by 2/3 of the property owners entitled to vote thereon.

8. Except as provided, no plot shall be used except for urban residential purposes. No building shall be erected, altered, placed, or permitted to remain on any plot other than one detached single-family dwelling, one guest house, private garage and such buildings, shed or garden tools or other structures. No trash, ashes, or any other refuse may be thrown or dumped on any adjoining land.

9. The land in this subdivision shall be maintained and preserved in its original and natural conditions, so far as possible. All trees, timber natural vegetation and soil shall be left in place, except when removal is necessary for the construction of a dwelling or other improvement.

10. All structures shall be set back at least 30 feet from the common roadways.

In addition, on all lots of 2.5 acres or greater, no building or other structure shall be located on any plot nearer than 50 feet from any property line of any such plot. Requests for variance may only be approved if written permission for the variance is obtained from the affected adjacent or adjoining lot owner(s); and also if subsequently approved by the WEOA Board and recorded in official minutes.

On all lots of less than 2.5 acres no building or other structure shall be located on any plot nearer than 15 feet from any property line of any such plot. Requests for variance may only be approved if written permission for the variance is obtained from the affected adjacent or adjoining lot owner(s); and also if subsequently approved by the WEOA Board and recorded in official minutes.

11. Each plot shall have and be subject to an easement thirty feet wide all as shown on the recorded plat, for ingress and egress of all the plot owners and their guests. The system of roadways within this subdivision as shown on the recorded plat shall remain private roadways and will not be dedicated to Wasatch County for public use without the consent of the majority of the plot owners and Wasatch county Commission.

12. An easement for the installation and maintenance of utilities is hereby reserved on each plot, the location of which shall be as shown on the recorded subdivision plat with the Wasatch County Commission. However, the same shall not unreasonably interfere with the individual plot owners' use and enjoyment of his property.

13. In conjunction with any residence built upon any such plot, such residence is required to have a sewage disposal system constructed conforming to the requirements of the Utah State Department of Health and in conformance with all requirements of the Woodland Hills South Irrigation Company.

14. Woodland Estates disclaims liability for any damage caused by high water pressures within the water system provided for this subdivision and hereby requires any lot owner to install a water pressure reducing valve or device at owner's own expense on each plot at the time a water using structure is built or placed upon any lot.

15. No sign, billboard, or advertising structure of any kind shall be erected or displayed on any plot except the "For Sale", "For Rent" or "For Lease" sign of a size not to exceed more than one square foot, except a sign advertising the property for sale or rent used by the builder or subdivider to advertise the property during the construction and sales period.

16. The lot owner shall provide closed containers for garbage, paper and other waster, and will not permit the same to accumulate on the property.

17. No noxious or offensive activities shall be carried on within the subdivision, nor shall anything be permitted which shall constitute a public nuisance or be in violation of any State, Federal, or local ordinances.

18. Speed Limit: For the protection of the owners and their families a speed limit of 15 miles per hour is hereby declared.

19. Fires: No Open Fires will be permitted in the area unless protected from spreading by a rock barrier or other means.

20. Recreational discharge of firearms and/or hunting in the subdivision is prohibited.

21. Junk: No junk vehicles or unlicensed vehicles, or any other materials commonly classified as junk may be stored on the property.

22. Cluttering of Roads: Owners should make provisions to park their recreational equipment, cars, motor bikes, boats, etc. on their own lots in order to avoid restricting and cluttering of the main road.

23. Lighting: To maintain the benefits of living in a rural community, Woodland Estates has a commitment to minimize exterior lighting and its impact on neighbors. Accordingly, all nocturnal lighting should cast light only where and when needed, and/or should have a limited footprint that is sufficient to accomplish reasonable purposes without unduly disturbing neighbors.

To that end, if numerous complaints of excessive or unreasonable lighting are brought before the Board, or if it is the determination of the Board that lighting is excessive, unreasonable, or unduly disturbing neighbors, the Board may by written notice require an owner to either remove or modify the offending lights in such a way as to be in compliance with this covenant.

24. Invalidation of any one of these covenants in whole or in part, by judgement or court order or otherwise, shall not affect the validity of any of the other provisions not so invalid and such provisions shall remain in full force and effect.

25. It shall be understood that no purchaser shall further subdivide except as shall be allowed by the County Commission of Wasatch County, Utah.

26. All changes to these restrictive covenants shall comply with the Subdivision Regulation of Wasatch County, #176 and amendments.

Dated this 28 day of June, 2024, at Kamas, Utah.

Frank Anderson
Frank Anderson, President

of Woodland Estates
Owners' Association

WITNESS:

STATE OF UTAH, COUNTY OF Summit ~~WASATCH~~

On the 28 of June, 2024, personally appeared before me Frank Anderson, the signer of the within instrument who duly acknowledged to me that he executed the same.

Heidi Riches
Notary Public

