

## **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROSPERITY AT OVERLAKE, PHASE 1 TOOELE, UTAH**

This Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration" is made and executed the 19<sup>th</sup> day of April, 2022, by " Providence TA, LLC "; (Declarant); in the contemplation of the following facts and circumstances:

### **OWNERS BOUND BY COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

Each owner bound by terms of Declaration. Each owner, by acceptance of a deed to a lot, is deemed to have read and agreed to be bound by the terms and conditions of this Declaration.

### **DEVELOPMENT REQUIREMENTS**

1. Purpose: In order to create, maintain and improve the subdivision as a pleasant and desirable environment, and to establish and preserve a harmonious design for the community, and to establish procedures for the enforcement of the terms and conditions of this Declaration, and to protect and promote the value of the subdivision.
2. Completion required before occupancy: No building within the property shall be occupied until and unless the owner of such buildings have completed the building in accordance with, and complied with, all approved plans, and specifications and a certificate of occupancy has been issued by Tooele City.

### **COVENANTS, CONDITIONS AND RESTRICTIONS**

1. Use of Lots: All lots within the subdivision shall be used only for the construction and occupancy of one single-family dwelling. All homes must include a minimum two-car attached garage. All lots shall be used, improved and devoted exclusively for single-family residential use. No model Homes can be built and used in the development without the express written consent of the developer.
2. Construction Time: The original purchaser of the lot, or subsequent purchasers, must start construction on the property not later than 12 months from the date of closing. Construction must be completed within 12 months from the date of commencement.
3. Deadline for Completion of Landscaping and Automatic Sprinkling System: The front yard of each lot (from the street curb to the front building line of the home) shall be landscaped within 12 months of the occupancy date. The rear yard of each lot shall be completed within 24 months of the occupancy date. All landscaping must consist of an automatic sprinkling system.
4. Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors or loud noises shall be permitted to arise or emit there from, so as to render any such or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the owner of any other lot in the vicinity thereof, or to the occupants of such other lot. Normal construction activities and parking in connection with the building of improvements on a lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all lots shall be kept in a neat and orderly condition during construction periods.

**5. Parking or Storage of Vehicles:** No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the subdivision. Licensed, regularly used passenger vehicles (i.e. visitor's vehicles) may be parked in the street of the subdivision for brief periods of time (i.e. less than twenty-four hours). Overnight parking of such vehicles shall generally be restricted to the driveway of the dwelling being visited. Boats, campers, motorhomes, snowmobiles, recreation vehicles, trailers, etc. are prohibited from being stored in front of the house (must be parked to the side of the dwelling). Parking of these recreational vehicles must be on similar material to driveway (not on landscaping of any kind).

**6. Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and are restricted to the owners premises or on a leash under handlers control. No more than a combination of any two animals (such as cats, dogs and the like) will be allowed at any one time. Furthermore, cats and dogs are not allowed to be released from ones property without being leashed and supervised.

## DESIGN CRITERIA

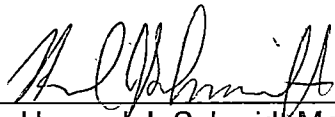
1. **Materials:** All structures constructed within the subdivision shall be of new materials (with the exception of natural stone or rock) and shall be of good quality workmanship and materials. All exterior construction shall be new brick, stone, stucco and fiber cement board. No vinyl siding permitted on the front of the houses. All houses must have a minimum of 36" masonry wainscot. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth-toned colors, shall be permitted. No identical house plans may be constructed together (adjacent or across the street). All fascia to be a minimum of six inches (using 2x6 lumber underneath aluminum or other approved material). All roof pitches to be a minimum of 4/12.
2. **Fence:** No fences are permitted between the street and the front setback of the house. All fencing material shall be vinyl, concrete, wrought iron or cement block.
3. **Equipment to keep obscured and hidden from view of the front of the yard and street:** Roof mounted satellite dish, and roof mounted antenna.
4. **Roofing Materials.** Asphalt Laminated, Fiberglass, Wood Shake allowed (must be 25-year grade minimum). Colors must be either black, gray or earth-tones (must not be unsightly or bright in color).
5. **Minimum Size of Dwelling:** For a rambler, the main floor must be at least 1200 square feet exclusive of garage and open porches. For a two-story home, the total square feet above grade must be a minimum of 1600. (no less than 2200 total square feet including basement).
6. **Lots with Swimming Pools:** Lots must be fenced with six-foot perimeter fencing which will prevent children from accessing rear yard. Furthermore, the swimming pool must have a mechanical "vinyl type cover" rated to withstand 150 pounds of weight without failure to cover.

## DURATION

This Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years.


Dated the 22<sup>nd</sup> day of April, 2022

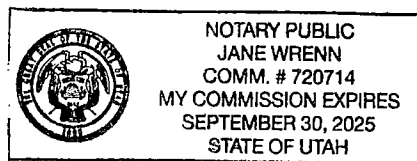
DEVELOPERS:

By:   
Howard J. Schmidt Manager:  
Providence TA, LLC  
A Utah Limited Liability Company

STATE OF UTAH )  
Ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22 day of April, 2022, by Howard J. Schmidt (manager/member of Providence TA, L.L.C.).

  
NOTARY PUBLIC  
Residing at:  
My commission expires: September 30, 2025



LEGAL DESCRIPTION:

Lots 101 thru 178 Prosperity at Overlake, Phase 4", as recorded on the records in the office of the Tooele County Recorder.

22-019-0-0101-0178