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Michael Glead, Rec. - Filed By MG
Cache County, UT
For NORTHERN TITLE COMPANY

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS
for
SUNRISE MEADOWS SUBDIVISION**

An Expandable Subdivision in Nibley, Cache County, Utah

Phase I

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 2 day of March, 2005, by Meadowland Development, Inc. (the "Declarant") in its capacity as the owner and developer of SUNRISE MEADOWS SUBDIVISION (the "Subdivision"), Phase I, an expandable subdivision, in Nibley, Cache County, Utah.

RECITALS

Declarant is the owner of the Property located in Cache County, Utah and more particularly described in Exhibit "A" of this Declaration.

The Property has been subdivided into individual Lots to be sold for construction of Single-Family Homes.

Declarant will convey the Lots in the Subdivision subject to the protective covenants, conditions and restrictions set forth in this Declaration.

ARTICLE I – DECLARATION AND PROPERTY DESCRIPTION

1.01 Declaration. Declarant hereby declares that all Lots in the Subdivision shall be conveyed, held, and occupied subject to the protective covenants, conditions and restrictions set forth in this Declaration and to the Plat for the Development filed with the Cache County Recorder's Office. This Declaration and the Plat (i) are covenants of equitable servitude; (ii) run with the land; (iii) are binding on all persons having any right, title or interest in the Lots, their heirs, successors, and assigns; and (iv) shall inure to the benefit of each Lot Owner in the Subdivision.

(a) Reservation. Declarant, however, reserves for itself such easements and rights of ingress and egress over, across, through, and under the Property and any improvements thereon as may be reasonably necessary for Declarant (in a manner that is

reasonable and consistent with the provisions of this Declaration): (i) to complete development of each of the Lots and all of the other improvements described in this Declaration or in the Plat; (ii) to construct and complete on any portion of the Additional Land such improvements as Declarant determines to make or construct in its sole discretion (whether or not any portion of the Additional Land will be added to the Development); and (iii) to improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, under the foregoing reservations, the Property or any improvement on the Property is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations provided in this Subsection 1.01(a) will, unless sooner terminated, expire 10 years after the date on which this Declaration is recorded in the Public Records.

(b) Construction and Sales Exception. Notwithstanding any provisions to the contrary in this Declaration, it is expressly permissible for Declarant to maintain such facilities (in the sole opinion of Declarant) as may reasonably be required, convenient or incidental to the construction of the Subdivision or any Lot or Dwelling within the Subdivision and the sale of any Lot or Dwelling within the Subdivision during the period of construction or sale of Lots and Dwellings in any portion of the Subdivision as Declarant deems necessary, including but not limited to a business office, storage facilities, construction yard, signs, model units and sales offices.

1.02 Property Description. The Property subject to this Declaration (the "Property") is located in Nibley, Cache County, Utah and is more particularly described in Exhibit "A" attached to this Declaration.

1.03 Annexation by Declarant. Declarant may, from time to time, expand the Subdivision subject to this Declaration by the annexation of all or part of the lands constituting the "Additional Land" described in Exhibit "B" attached to this Declaration. The annexation of any Additional Land to the Subdivision will become effective upon the recording in the Cache County Records Office of a Plat of such Additional Land signed by the owner of the Additional Land and of a supplemental declaration ("Supplemental Declaration") that: (i) is signed by the then owner(s) of such Additional Land as Declarant; (ii) describes the land to be annexed; and (iii) declares that the annexed land is to be held, transferred, sold, conveyed, and occupied as part of the Property subject to this Declaration. When any such annexation becomes effective, the annexed land will become part of the Property and the Subdivision and may be subject to the provisions of this Declaration and any amendment or supplement to this Declaration.

1.04 No Obligation to Annex or Develop. Declarant has no obligation to annex any of the Additional Land to the Subdivision or to develop or preserve any portion of the Additional Land in any particular way or according to any particular time schedule. Declarant is not obligated to extend these covenants to additional development phases.

ARTICLE II – DEFINITIONS

2.01 “Additional Land” means the land described in Exhibit “B,” less the land described in Exhibit “A,” that may be annexed to the Subdivision in accordance with this Declaration.

2.02 “Declaration” means this instrument.

2.03 “Declarant” means Meadowland Development, Inc., a Utah corporation, its successors and assigns if such successors and assigns are Owners of all or any portion of the Property and are designated by the Declarant to perform the obligations or succeed to the rights of Declarant under this Declaration.

2.04 “Lot” means any of the separately numbered, individually described lots within the Subdivision as designated on the Plat and intended for single-family residential use.

2.05 “Lot Owner,” “Home Owner,” or “Owner” means the person who is the owner of record (as reflected in the Public Records of Cache County) of a fee simple or undivided fee interest in any Lot. Regardless of the number of parties participating in the ownership of an individual Lot, the group of those parties will be treated as one “Owner.”

2.06 “Mortgage” means any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered. First mortgage refers to a mortgage that has a lien position prior to any other mortgage.

2.07 “Plat” means the Plat filed for Sunrise Meadows Subdivision, Phase I in conjunction with this Declaration in the Cache County Recorder’s Office, consisting of one sheet, prepared and certified by Knighton & Crow, Inc., a Professional Utah Land Surveyor.

2.08 “Property” or “Subdivision” means the land described in Exhibit “A” that will be known as Sunrise Meadows Subdivision, Phase I, including Lots, streets and other improvements, easements, rights and appurtenances.

2.09 “Single-Family Home” or “Dwelling” means a single-family dwelling without any walls or roofs in common with other single-family dwellings.

ARTICLE III – PURPOSE

The purpose of this Declaration is to protect and enhance the value and desirability of Lots in the Subdivision. To that end, the protective covenants, conditions and restrictions set forth in this Declaration are intended to:

- A. Protect Lot Owners against improper development and use of Lots that will depreciate the value and use of Lots and the Property.
- B. Ensure adequate and reasonably consistent use and development of the Property.
- C. Encourage and ensure the construction of attractively designed permanent improvements appropriately located within the Subdivision in order to achieve harmonious appearance and function.
- D. Ensure the provision of adequate and suitable landscaping.
- E. Provide for proper use and maintenance of the Subdivision.

ARTICLE IV – USE RESTRICTIONS

4.01 General Use Restrictions. All of the Lots subject to this Declaration are hereby restricted to Single-Family Homes and associated buildings or structures for use in connection with such homes. All buildings or structures erected in the Subdivision must be of new construction. No buildings or structures may be removed from other locations to the Subdivision for permanent placement. All subsequent buildings or structures on a Lot must be reasonably similar to those initially constructed on the Lot. No manufactured, prefabricated or mobile homes are permitted in the Subdivision. Except as necessary for construction purposes, no buildings or structures of a temporary character, such as a trailer, camper, shack, barn or other temporary outbuilding may be placed or used on any Lot at any time.

4.02 Code Compliance. All construction and landscaping in the Subdivision must comply with Nibley City ordinances, including set back and fence requirements, and the Utah Building Code.

4.03 Architectural Review. No structure will be erected, placed or altered on any Lot until building plans, specifications and a detailed plot plan showing walks, driveway, fences and general landscaping have been approved in writing by the Architectural Review Committee as to conformity and harmony of external design and color combinations with existing structures in the Subdivision and to location regarding topography and finished ground elevation. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee will use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Subdivision conform to and harmonize with the design guidelines and with existing surroundings and structures. Any structure constructed on any Lot in replacement of a structure previously located on the Lot must be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure; and, if the plans and specifications for the new structure meet such criteria, the Committee must give its approval.

(a) Architectural Review Committee. The Architectural Review Committee will be made up of three persons. None of the members must be Lot Owners. For the five (5) years after the recording of this Declaration, Declarant will have sole authority to appoint the members of the Architectural Review Committee. After that five-year period has elapsed, Lot Owners, by a majority vote of Owners participating in the election, must elect the members of the Architectural Review Committee.

4.04 Building Construction Restrictions. All Dwellings and associated structures built in the Subdivision must comply with the following restrictions:

(a) Architectural Review. Each Lot Owner must have plans for the Dwelling and any associated structure(s) on the Lot approved in writing by the Architectural Review Committee as provided in Section 4.03 before construction begins on the Lot.

(b) Height and Square Footage. All Dwellings must have a living space of at least 1150 square feet, exclusive of attic, basement, garage, loft, and porch spaces.

(c) Single-Level or Two-Level Dwellings. All Dwellings must be single-level or two-level construction only (not including basements).

(d) Construction Materials. All Dwellings and associated structures must be stick framed or of similar construction and must be constructed of new materials. Log homes or outbuildings are not permitted.

(e) Garages. All Dwellings must be constructed with an attached garage and a paved driveway that runs from the garage to the street. Garages must provide space for at least two cars but no more than four cars.

(f) Roof. All Dwellings and associated structures must be constructed with a minimum roof pitch of six (6) feet of rise to twelve (12) feet of vertical distance.

(g) Construction Deadline. Lot Owners who purchase their Lots from Declarant must begin construction of the Dwelling (on a plan approved by the Architectural Review Committee) within five (5) years of the purchase date. For all Lots, construction of the Dwelling must be completed, as evidenced by a certificate of occupancy, within eight (8) months after construction commenced.

4.05 Landscaping and Drainage. Lot Owners must comply with the following landscaping and drainage requirements.

(a) Architectural Review. Each Lot Owner must have a general landscaping plan approved in writing by the Architectural Review Committee as provided in Section 4.03 before construction begins on the Lot.

(b) Landscaping Installation and Maintenance. Each Lot Owner is responsible for the following on his or her Lot:

- (i) landscaping the Lot;
- (ii) yard care;
- (iii) watering plants (including paying for the cost of watering);
- (iv) general maintenance of lawns, trees, shrubs and other plants;
- (v) maintaining the Lot free from junk vehicles, equipment and debris; and
- (vi) weed control in lawns, flower beds and gardens.

(c) **Front Yard Completion.** Landscaping must be completed in the front yard, including the planting strip between the sidewalk and curb, within one (1) year of the issuance of a certificate of occupancy for the Dwelling on that Lot.

(d) **Drainage.** No structure, planting or landscaping that alters established slope ratios, drainage installations, or the flow of water through natural drainage may be installed or constructed on any Lot. Underground drainage systems installed on Lots during development of the Subdivision must be left in place so as not to alter drainage patterns for the Subdivision. If, however, an underground drainage system is moved to accommodate the construction of a foundation to a Dwelling or other structure, the underground drainage system must be restored to its original condition upon completion of construction of such foundation. Any such temporary movement and restoration of a drainage system will be at the expense of the Owner of that Lot.

4.06 **Other Restrictions.**

(a) **Antennas.** Exterior antennas and similar receiving devices, including satellite dishes, must be placed on the back rooftop, in the backyard, or in the side yard so that they are not visible from the street.

(b) **Fences.** All fences surrounding any Single-Family Home or on any part of a Lot must comply with Nibley City codes and specifications in effect at the time such fences are erected.

(c) **Signs; Commercial Activity.** Except for one (1) "For Sale," "For Rent," or similar sign of not more than five (5) square feet in size, no advertising signs or billboards may be erected, placed or permitted to remain on any Lot. No commercial activity may be conducted on any Lot or any portion of the Subdivision.

(d) **Animals.** No livestock, poultry, or animals of any kind may be kept, raised or bred on a Lot, except that dogs cats and other ordinary household pets may be kept provided they are not kept for any commercial purpose. However, no animals may be kept on a Lot that result in an annoyance or that are obnoxious by noise, smell or otherwise to Lot Owners.

(d) **Garbage Removal.** All rubbish, trash, and garbage must be regularly removed from Lots and may not be allowed to accumulate on Lots. Garbage should be kept in proper containers.

(e) Leases. Any lease or rental agreement (collectively, "Lease") must be in writing and must provide that the terms of such Lease are subject in all respects to the provisions of this Declaration, and that any failure by the lessee to comply with the provisions of this Declaration is a default under the Lease.

(f) Nuisances. Each Lot Owner, tenant, or other person in possession of a Lot is entitled to quiet enjoyment of that Lot. No noxious or offensive activity may be carried on upon any Lot or any part of the Subdivision. Nor may anything be done on a Lot or any part of the Subdivision that is, or may become, an annoyance or nuisance to the neighborhood, or that may in any way interfere with the quiet enjoyment of any Owner, or that will increase the rate of insurance of any Owner.

ARTICLE V – GENERAL PROVISIONS

5.01 Enforcement. Each Lot Owner, tenant, subtenant or other occupant of a Lot in the Subdivision must comply with the covenants and restrictions set forth in this Declaration. By acquiring an interest in a Lot in this Subdivision, the party acquiring such interest consents to, and agrees to be bound by, each and every one of these covenants and restrictions. Declarant or any Lot Owner in the Subdivision has the right to bring an action in the First District Court in Cache County, Utah for damages, injunctive relief, or both against a person who fails to comply with any of these covenants and restrictions. If an action is brought to enforce one or more of these covenants and restrictions, the prevailing party in such action is entitled to an award of the reasonable costs incurred in bringing the action, including attorneys' fees and court costs. Failure of Declarant or any Owner to enforce any covenant or restriction in this Declaration may not be deemed a waiver of Declarant or the Owner to do so later.

5.02 Severability. The invalidity of any provisions of this Declaration, or any portion thereof, may not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included in this Declaration.

5.03 Waiver. No provision contained in this Declaration may be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

5.04 Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning, or intent of this Declaration or any paragraph or provisions hereof.

5.05 Conflicts. This Declaration is set forth to comply with the requirements of applicable law. In event of any conflict between this Declaration and any provision of Utah state or local law, the provisions of the latter shall control.

5.06 Duration. This Declaration shall take effect upon recording in the Office of the County Recorder of Cache County, Utah. This Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time such covenants and restrictions will be automatically extended for successive ten (10) year periods.


5.07 Amendment. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by not less than 67% of the Lot Owners. Any amendment must be properly recorded in the Cache County Recorders Office to become effective.

(a) Notwithstanding Section 5.07, Declarant reserves the right to unilaterally amend the Declaration to comply with federal, state, or local laws or requirements of holders, insurers, or guarantors of first Mortgages, subject to the approval of the Federal Housing Administration or Veterans Administration.

IN WITNESS WHEREOF, the undersigned, as executed this instrument on this 2nd day of March, 2005.

Declarant
MEADOWLAND DEVELOPMENT, INC.:

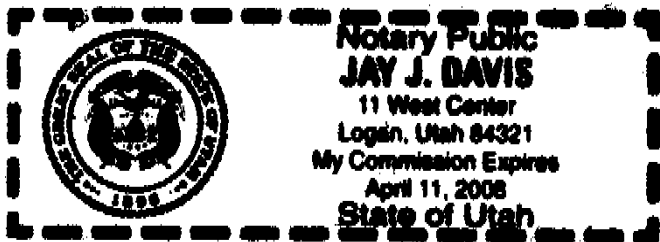
By:



Sherwood Hirschi
Its: President

STATE OF UTAH)
 :SS
County of Cache)

On the 2 day of March, 2005, personally appeared before me, Sherwood Hirschi, who, being duly sworn, stated that he is the President of Meadowland Development, Inc.; that the foregoing instrument was signed on behalf of the company; and that he is vested with authority to execute this instrument on behalf of the company.





Notary Public

EXHIBIT "A" - LEGAL DESCRIPTION OF THE "PROPERTY"

**PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH,
RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS
FOLLOWS:**

**BEGINNING AT A POINT SOUTH 00°28'05" EAST, 3237.83 FEET FROM THE NORTH
QUARTER CORNER OF SAID SECTION 17; THENCE RUNNING NORTH 89°36'00" EAST
ALONG AN EXISTING FENCE LINE AND THE SOUTH BANK OF AN EXISTING
IRRIGATION DITCH, 814.04 FEET (882.75 FEET BY RECORD) TO AN EXISTING
IRRIGATION DITCH; THENCE ALONG AN EXISTING FENCE LINE AND THE WEST
BANK OF AN IRRIGATION DITCH THE FOLLOWING TWO COURSES; (1) SOUTH
02°45'21" EAST 281.04 FEET (247.50 FEET BY RECORD); (2) NORTH 88°37'16" EAST,
27.85 FEET;**

**THENCE TO THE RIGHT ALONG A 340.00 FOOT RADIUS CURVE A DISTANCE OF
74.61 FEET, CHORD BEARS SOUTH 35°41'12" WEST, 74.46 FEET;
THENCE SOUTH 41°58'24" WEST, 975.05 FEET; THENCE TO THE LEFT ALONG A
410.00 FOOT RADIUS CURVE A DISTANCE OF 186.46 FEET, CHORD BEARS SOUTH
28°56'41" WEST, 184.86 FEET;
THENCE SOUTH 89°25'49" WEST, 60.39 FEET;
THENCE NORTH 00°28'05" WEST, 1222.16 FEET TO POINT OF BEGINNING.**

CONTAINING 14.73 ACRES.

(03-008-0003)

EXHIBIT "B" - LEGAL DESCRIPTION OF THE "ADDITIONAL LAND"

The following legal description includes the "Property" that is subject to the Declaration and is particularly described in Exhibit "A." Accordingly, the "Additional Land" defined and referred to in the Declaration is the following property, excluding the "Property" described in Exhibit "A":

PARCEL 1: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 11 NORTH OF RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. (03-008-0003)

LESS ANY PORTION LYING WITHIN THE HIGHWAY.

PARCEL 2: BEGINNING AT A POINT 35 RODS SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 53 ½ RODS TO THE IRRIGATION CANAL; THENCE SOUTH ALONG SAID CANAL 15 RODS; THENCE EAST ALONG SAID CANAL 26 ½ RODS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 30 RODS; THENCE WEST 80 RODS; THENCE NORTH 45 RODS TO THE PLACE OF BEGINNING. (03-008-0008)