

Mail copy to:  
Monte Kingston  
4128 E. Clubhouse Lane  
Eagle Mountain, Utah 84005

ENT 14600:2014 PG 1 of 14  
Jeffery Smith  
Utah County Recorder  
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**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS**

**MEADOW RANCH V - PLAT 1 & 2**

THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS is made this 27th day of February, 2014, by Eagle Mountain Links, LLC, hereinafter referred to as "Declarant."

WHEREAS Meadow Ranch V is an area of unique natural beauty, featuring distinctive terrain; and

WHEREAS by subjecting Meadow Ranch V to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on those portions of Meadow Ranch, subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein; and

WHEREAS this Declaration shall apply to the lands described on Exhibit A hereto and to such additional lands as may be hereafter subject to this Declaration in the manner set forth below in ARTICLE 2.

NOW, THEREFORE, Declarant hereby declares that Meadow Ranch V is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform Covenants, Conditions, Restrictions and Equitable Servitude. That said Covenants, Conditions, Restrictions and Equitable Servitude are in furtherance of, and the same shall constitute, a general plan for the ownership, improvement, sale, use and occupancy of Meadow Ranch V and that they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the recitals. This Declaration shall run with the real property described on Exhibit A and shall inure to the benefit of and be binding upon every part thereof and every interest therein. Further this Declaration shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors in interest and each owner and its successors in interest.

This Declaration shall be recorded and may be enforced as provided for herein.

**ARTICLE 1.**

**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified.

Section 1.01. "**Design Review Committee**" means during the period of Declarant Control an individual or committee appointed by Declarant to perform the functions of the Design Review Committee prescribed by this Declaration. After the period of Declarant Control the Owners, may appoint a Design Review Committee.

Section 1.02. **“Design Review Committee Rules”** shall mean the rules adopted by the Design Review Committee .

Section 1.03. **“Beneficiary”** shall mean a mortgagee under a mortgage, a beneficiary under a deed of trust, or a seller under a title-retaining contract, as the case may be.

Section 1.04. **“Declarant”** shall mean Eagle Mountain Links, LLC. In the event that less than 75% of the Lots have been sold, Eagle Mountain Links, LLC, has the right to convey its status as declarant to a third party to which it conveys its lots by an amendment to this declaration.

Section 1.05. **“Deed of Trust”** shall mean a mortgage, a deed of trust, or a title-retaining contract, as the case may be, granted on a Lot to secure the payment of a debt.

Section 1.06. **“Improvement”** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 1.07. **“Meadow Ranch V”** shall mean Meadow Ranch V Subdivision.

Section 1.08. **“Lot”** shall mean any unit of land that is designated on any recorded Subdivision Plat of Meadow Ranch V whether or not improved.

Section 1.09. **“Mortgage”** shall mean any mortgage, deed of trust, or title retaining contract granted on a Lot to secure the payment of a debt.

Section 1.10. **“Exterior Materials”** shall mean stone, rock, stucco, backer-board, or wood siding, finished lumber, brick, or other similar materials but shall not mean cinder block, concrete block, aluminum siding, or vinyl siding. Exterior residence materials shall be of a noncombustible material. The Design Review Committee shall determine which Exterior Materials are acceptable for use in Meadow Ranch V.

Section 1.11. **“Notice and Hearing”** shall mean ten (10) days written notice given and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

Section 1.12. **“Owner”** shall mean (1) the person or persons, including Declarant and, holding among them the complete and 100% fee simple interest in a Lot or, as the case may be, (2) the person or persons who purchase among them the complete and 100% fee simple interest in a Lot under an executory contract sale. **“Lot Owner”** means Owner or owner of an undivided less than 100% interest in a Lot.

Section 1.13. **“Person”** shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.14. **“Plans and Specifications”** shall mean any and all documents designed to guide or control the construction, or alterations, or improvements, or other proposal in question, including but not limited to documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

Section 1.15. **“Record, Recorded, and Recordation”** shall mean, with respect to any document, the recordation of such document in the office of the Recorder of Utah County.

Section 1.16. **“Subdivision”** shall mean a parcel of land, which has been shown on a final and recorded subdivision plat consisting of two or more lots.

Section 1.17. **“Declaration”** shall mean this instrument as it may be amended from time to time.

Section 1.18. **“Period of Declarant’s Control”** shall mean a period from (i) the expiration of one hundred and twenty (120) days after fee titles to seventy-five percent (75%) of the Lots contained in the Project have been conveyed by Declarant to purchasers; or (ii) the expiration of fifteen (15) years after the date on which Declarant first conveys to a purchaser fee title to a Lot, whichever is shorter.

Section 1.19. **“One Acre Lot”** shall mean a building lot that is 43,560 square feet or larger in size.

Section 1.20. **“One Half Acre Lot”** shall mean a building lot that is less than 43,560 square feet and greater than 19,500 square feet in size.

**ARTICLE 2.**

**SUBJECTION OF LAND TO THIS DECLARATION**

Section 2.01. Declarant may at any time and from time to time subject additional Real Property to the provisions of this Declaration in accordance with the procedures set out in this ARTICLE 2. Upon the recording of a Notice of Addition of Real Property containing the provisions set forth below in this Article, the covenants, conditions, restrictions and equitable servitude’s contained in this Declaration shall apply to such additional Real Property in the same manner as to the Real Property originally subject to this Declaration and thereafter, the rights, privileges, duties and liabilities of all persons subject to this Declaration shall be the same with respect to all additional Real Property, as with respect to all additional Real Property, as with respect to the property originally covered by this Declaration.

The Notice of Addition of Real Property referred to herein above shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recordation hereof and the entry or book and page numbers wherein this Declaration is recorded.
- (b) A statement that the provisions of this Declaration shall apply to the additional Real Property as set forth herein.
- (c) A complete adequate legal description of the added land; and
- (d) Declarant’s written consent.

**ARTICLE 3.**

**BASIC BUILDING RESTRICTIONS**

Section 3.01. **Use of Property.** Each Lot shall be used solely for single-family residential purposes.

Section 3.02. **Design Review Committee Approval.** The Plans and Specifications, including the location of all improvements must be approved in writing by the Design Review Committee prior to commencement of any construction in accordance with and subject to the provisions of hereof. Owner shall pay the Design Review Committee \$150.00 fee, for each plan review or review of completion of construction by the Design Review Committee. Declarant

has appointed Brian Haskell to serve as the Design Review Committee. Documents for review and the payment of the fee should be delivered to:

Brian Haskell  
Sage Community Management  
3688 Campus Drive, Suite 100  
Eagle Mountain, UT 84005  
801-789-7900

**Section 3.03. Property Line Setbacks.** Any structures to be constructed on a Lot shall comply with the following minimum property line setbacks:

Front Yard (One Half Acre Lots) – 35' if there is a pedestrian path on the lot, 50' if there is no  
Pedestrian path  
Front Yard (One Acre Lots) – 50'  
Rear Yard – 50'  
Side Yard – 25'  
Corner Lots – 25' on side facing public streets

**Section 3.04. Floor Space.** The minimum size of each residential dwelling unit shall meet the following criteria: All homes shall have a minimum finished interior square footage of 1,600 square feet above land elevation at the building site. Homes built with two stories above land elevation shall have a minimum of 1,200 square feet interior finished on the main level and 2,200 total finished square footage overall. Interior floor space does not include basements, garages, porches, patios, decks, balconies, overhangs, or unfinished living areas. A double car garage must be constructed with each home (Minimum of 400 square feet). Each driveway must be large enough to accommodate at least two (2) parked automobiles in front of garage doors (16 foot minimum width). Driveways for dwellings shall be paved with block, asphalt or concrete.

**Section 3.05. Exterior Materials.** All exterior surfaces of any building shall be of materials and of colors approved by the Design Review Committee and as specified in this Declaration, and in accordance with Section 3.02 above. The exterior of the homes shall be brick, rock and/or stucco, cementitious siding, i.e. Hardy Board (and shall additionally be required to have a minimum of 25% consistency of brick and/or rock on the front elevation), in combination as approved by the Committee. (the Design Review Committee shall approve the location of the rock/brick accents). Colors of exterior materials shall be in accordance with the Design Review Committee's approved color palette.

**Section 3.06. Roofs.** All roofs shall be constructed with a roof pitch of 6/12 or greater, and roof colors shall be in accordance with the Design Review Committee's approved color palette

**Section 3.07. Roof Overhangs.** Gutters shall be required on all draining roof areas, and a minimum 8-inch overhang with boxed soffit shall be required.

**Section 3.08. Height.** No building shall exceed thirty-five feet in height measured from the highest natural ground level adjacent to such building to the highest point of the ridgeline of such building

**Section 3.09. Garages.** Detached garages shall conform with Section 3.05 Exterior materials. All detached garages shall be constructed of like material and design of the primary home with a minimum of 6:12 roof pitch.

**Section 3.10. Garage Doors.** Sectional garage doors with decorative panels shall be required, and the Design Review Committee shall approve colors.

**Section 3.11. Porches and Covered Entries.** When front porches and/or covered entries are required, they shall face a public street.

Section 3.12. **Foundations.** All foundations shall be damp proofed and plastered.

Section 3.13. **Windows.** A minimum of one window on each elevation of a dwelling shall be required.

Section 3.14. **Decks.** Decks shall be integrated with the architecture of the main dwelling.

Section 3.15. **Construction Time Requirement.** No construction shall commence until such time as Eagle Mountain City has issued permits and laterals and utilities have been located. All work of construction shall be prosecuted diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced.

Section 3.16. **New Construction.** All dwelling units shall be of new construction.

Section 3.17. **Storage of Building Materials.** No building materials shall be stored on any Lot except temporarily during construction of an improvement or its alteration, renovation or remodeling, and then only when a building permit is in force. Placement of a dumpster during construction is required by the City.

Section 3.18. **Landscaping and Fencing.** See ARTICLE 8 of this Declaration.

Section 3.19. **Occupancy During Construction.** No improvement structure shall be occupied in the course of original construction until the appropriate governmental authorities have issued all required certificates of occupancy. All work of construction shall be prosecuted diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced.

Section 3.20. **Temporary Structures.** No trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any property without the prior approval of Eagle Mountain City except that temporary structures necessary for storage of tools and equipment and for office space for architects, sales personnel, builders and foremen during actual construction may be maintained with the prior approval of Eagle Mountain City, with such approval to include the nature, size and location of such structure.

Section 3.21. **Construction Activities.** This Declaration shall not be construed so as to unreasonably interfere with, or prevent normal construction of improvements by any Owner, provided that when completed such improvements shall conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. .

Section 3.22. **Driveways.** As required by Section 3.04, Driveways for dwellings shall be large enough to accommodate at least two (2) parked automobiles. Hard surface driveways (concrete, brick, pavers, asphalt etc.) are required and shall be properly maintained.

Section 3.23. **Outbuildings.** All outbuildings shall be architecturally compatible with the residence as to design and materials.

Section 3.24. **Approval Required.** "Home" means a building intended for use as a residence. No Home shall be commenced, erected, repaired, altered, added to or maintained until the Plans and Specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure, and the grading plan and finished grade elevations of the Lot to be built upon have been submitted to and approved by the Design Review Committee hereinafter described and a copy thereof, provided by the owner as finally approved, lodged permanently with the Committee pursuant to the provisions of this Article. The Committee shall have the right to refuse to approve any such Plans or Specifications, or grading plans which in the opinion of the Committee are not suitable or desirable, for

aesthetic or other reasons. In passing upon such plans, specifications, and grading plans, the Committee shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, to the Lot upon which it proposes to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building as planned on the outlook from the adjacent or neighboring Lots. All subsequent additions to or changes or alterations in any building, including exterior color scheme and all subsequent additions to or changes or alterations in any grading plans shall be subject to the prior approval of the Design Review Committee.

**Section 3.25. Members of Committee.** The Design Review Committee shall consist of not less than one member, nor more than four members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. The following person is hereby designated as the initial member of the Committee: **Brian Haskell.** Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed as provided herein. The Declarant may remove members of the Committee at any time with or without cause.

**Section 3.26. Appointment of Members.** Declarant shall have the right to appoint and remove all members of the Committee, except that after the period of Declarant's control, the Owners may by majority vote appoint four members of the Committee.

**Section 3.27. Review of Proposed Construction.** Whenever in this Declaration the approval of the Design Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts, which in its sole discretion are relevant. Prior to commencement of any construction of any Home on any Lot, the Plans and Specifications shall be submitted to the Design Review Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated, will not be detrimental to the surrounding area or Lots as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee will condition its approval of Plans and Specifications or on other information prior to approving or disapproving the material submitted. All improvements, including but not limited to homes, must comply with the zoning codes, ordinances and architectural design guidelines of Eagle Mountain City, Utah.

**Section 3.28. Waiver of Consent.** The approval or consent of the Committee to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

**Section 3.29. Compensation.** The members of the Committee shall be entitled to reasonable compensation from Applicants for services rendered, together with reimbursement for expenses incurred by it in the performance of its duties hereunder.

(a) **Completed Work.** Inspection of work completed under approval by the Committee and correction of defects therein shall proceed as follows:

(i) Upon the completion of any improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee.

(ii) Within such reasonable time as the Committee may set but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, or required

to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(iii) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance; the Committee shall notify the Declarant and Owner in writing of such failure. Upon Notice and Hearing, the Declarant shall determine whether there is a noncompliance and if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Declarant's ruling. If the Owner does not comply with the Declarant's ruling within such period, the Declarant at its option may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse Declarant upon demand for all expenses incurred in connection therewith. If the Owner does not promptly repay such expenses to the Declarant, the Declarant shall levy an assessment against such Owner, the Improvement in question and the Lot upon which the same is situated for reimbursement, and the same shall constitute a lien upon such land and improvement and be enforced as provided in this Declaration.

(iv) If for any reason after receipt of said written notice of completion from the Owner the Committee fails to notify the Owner of any noncompliance within the period provided above in subparagraph (ii) of this section, the improvement shall be deemed to be in accordance with said approved Plans and Specifications.

(b) **Work in Progress.** The Committee may inspect all work in progress and give notice of noncompliance as provided above in this Declaration. If the Owner disputes that such noncompliance exists, the procedure set out in subparagraph (iii) of this section shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if further review confirms that noncompliance exists.

Section 3.30. **Non-liability of Committee Members.** Neither the Committee nor any member thereof shall be liable to any owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its Members, as the case may be. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approved thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes of Eagle Mountain City.

## ARTICLE 4.

### ANIMALS

Section 4.01. Animals kept on any Lot shall be properly fenced, sheltered and cared for. All dogs shall be kept on a hand-held leash except when on Owner's own Lot. Each Owner shall maintain and clean facilities for their pets and shall not permit any objectionable odors, pests, or insects. Owners are responsible to require that all persons present on the Lot comply with all City ordinances regarding animals/pets found in Eagle Mountain Municipal Code Sections 17.52 (Equine Overlay Zone) and 17.85 (Animal Regulations). Each Owner of pets and animals shall be financially responsible and liable for any damage caused by said Owner's pets and animals and shall be responsible for the pickup and disposal of any excrement deposited by his pets and animals. Owners may not maintain fenced enclosures for animals in the portion of Lots between the house and the street.

**ARTICLE 5.****COMMON AREA AMENITIES**

Section 5.01. **Parks.** Parks and the pedestrian/bicycle paths located in the Meadow Ranch Subdivision will be made available to the public, lot owners, tenants and their accompanied guests or invitees. The parks are City parks and shall be maintained by the City. Pedestrian/bicycle paths not owned by the City are located on the Lots and are owned by the Owners.

Section 5.02. **Motorized Vehicles.** No motorized passenger vehicles (autos, trucks, motorcycles, ATV's, etc.) shall be permitted in the park or along the pedestrian/bicycle paths except for maintenance vehicles authorized by the city of Eagle Mountain.

Section 5.03. **Supervision and Responsibilities.** Declarant does not supervise or maintain the park area, the pedestrian/bicycle path or their prescribed uses. These shall be used at the sole risk and responsibility of the residents and their guests, invitees and tenants. Any injury or damage suffered by any Owner or guest invitee or tenant of an Owner shall be the responsibility of the individual causing the injury or damage, and Declarant shall not be responsible for such injury or damage. In the case of damage occurring on a Lot caused by any Owner, tenant, guest, or invitee of the Owner or Tenant, the Owner and Tenant shall bear the responsibility that arises from the status of owner of the property and Declarant shall not be liable.

Section 5.04. **No Common Areas.** There are no common areas or amenities provided under this Declaration.

**ARTICLE 6.****UTILITIES**

Section 6.01. **To Be Underground.** Each Lot shall be and is hereby made subject to all easements that now or in the future may be used for gas, electric, telephone, cable television, water, sewer, and other lines present or in the future, as are necessary to provide utility services to said Lot, adjoining Lots, and the improvements thereon. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public governmental or quasi-governmental entity for such purposes. Subsequent to date of execution of the Declaration, any necessary electrical, telephone, gas, water, sewer, cable television, and other utility conduits, lines and pipes on any Lot shall be placed underground. No transformer, or electric, gases, waters or other meter or device of any type, or any other apparatus shall be located on any pole. All such installations shall be subject to the prior written approval of the Design Review Committee.

Section 6.02. **Rules and Regulations.** Each Owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental and quasi-governmental entities, which supply any of the services, mentioned in Section 6.01 above.

Section 6.03. **Street Lighting.** To assure compatibility with the adjoining Meadow Ranch Phases, Meadow Ranch V will not install street lighting.

**ARTICLE 7.****USE AND RESTRICTIONS**

Section 7.01. **Antennas.** Aerials or antennas for reception of radio or television or other electronic signals shall be installed so as to not be unsightly. Such shall not be maintained at any location so as to be visible from adjacent streets without written approval of the Design Review Committee. Equipment such as antennas, satellite dishes,



evaporative coolers and the like may not be mounted on any roof or chimney, unless approved by the Design Review Committee. Approval shall require an acceptable means of screening from view.

Section 7.02. **Transmitters.** No electronic or radio transmitter of any kind, other than garage door openers, shall be located or operated in or on any improvement or on any Lot without the prior written approval of the Design Review Committee.

Section 7.03. **Repair of Buildings.** No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner before the surfacing becomes weather beaten or worn off. Materials, which are customarily left unfinished such as cedar shake shingle roofs and cedar fences, are permitted so long as in the opinion of the Design Review Committee they have not become unsightly.

Section 7.04. **Reconstruction of Buildings.** Any improvement which has been destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be rebuilt or restored with reasonable promptness, and in any event within nine (9) months. Further, all debris shall be removed and Lot restored to the condition it was in prior to the injury within thirty (30) days.

Section 7.05. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise there from so as to render any such property or any portion thereof, in the reasonable opinion of Declarant or of affected Owners, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Declarant or of affected Owners, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Design Review Committee.

Section 7.06. **Unsightly Articles.** No unsightly article shall be permitted to remain on any Lot or on streets and must be stored in a garage on the Lot or an off-site storage area in compliance with Eagle Mountain City Development Code. No repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure, or appropriately screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No materials or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or if appropriately screened from view. Family vehicles, which are kept in good repair and driven regularly, may be parked in the driveway.

Section 7.07. **Signs.** No sign of any kind shall be displayed to the public view on any Lot provided however, those signs which have received the prior approval of the Design Review Committee may be displayed on or from a residence advertising the residence for sale or lease. Signs used for sale, administration and directional purposes during development of Valley View Ranch must be approved by the Design Review Committee, and conform to The Ranches Master Signage Plan. All signs must be professionally painted, lettered and constructed

Section 7.08. **Residential Use Only.** Homes shall be used for single-family residences. No Lot and no residence on any lot shall be used for any purpose other than for a residence. However nothing in this Declaration shall prevent the rental of a Lot by the Owner thereof, for residential purposes on either a short or long-term basis subject to all the provisions of this Declaration and the requirement that all such leases shall be in writing and that a violation of any of the restrictions, covenants, and conditions set forth herein shall be a default under such Lease.

Section 7.09. **Hazardous Activities.** No activities shall be conducted on any Lot and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted

on any Lot, except as permitted by Eagle Mountain City, or except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and properly designed interior fireplace.

Section 7.10. **Garage Sales.** No garage, patio, porch or lawn sale shall be held on any Lot, except that the Owner of any Lot may conduct such a sale if such sale is held in full compliance with all applicable governmental ordinances, statutes, resolutions, rules and regulations.

Section 7.11. **Erosion and Dust Control.** In addition to all other measures taken to prevent or eliminate nuisances and conditions that are unsightly and detrimental to any other property or its occupants, in the cases of animals, vehicles, etc., adequate measures (including proper range and grazing techniques, seeding and maintaining natural vegetation such as dry grasses, wild flowers, etc.), shall be taken to maintain appropriate ground cover to prevent and control erosion and dust.

## ARTICLE 8.

### LANDSCAPING AND DRAINAGE

Section 8.01. **Approval.** Prior to commencement of any landscaping fence, screening wall, retaining wall, arbor, gazebo, patio cover, roof or landscaping (including lawns, ground cover or flowers), and prior to any planting of trees or shrubs, approval of the Design Review Committee shall be obtained pursuant to Section 3.02 hereof.

Section 8.02. **Completion of Landscaping.** Landscaping shall be completed no later than one year following the completion of construction of any dwelling on any lot, or the occupancy of such dwelling, whichever is first to occur. All lots shall be kept free from any plant materials infected with noxious insects or plant diseases, which are likely to spread to other property, and all lots shall be kept free from weeds. The provisions of this section apply to all dwellings built on any lot whether sold or not.

Section 8.03. **Front Yard Landscaping.** The front yard of a lot is defined as the area of the lot beginning at the road pavement on any adjacent public street or roadway to a distance at least to the rear most part of the residence from such public street or roadway. If the lot is on a corner of two or more public streets or roadways then the side yard adjacent to the public street or roadway, all the way to the rear property line, shall be included in the area to be landscaped. Additionally, if the rear yard adjoins a dedicated public open space, including parks, alleys, trailways, or other such public areas to be landscaped by the developer, then the rear yard also shall be included in the landscaped area. All areas defined herein shall be planted or sodded or otherwise maintained in a natural and native material. All such areas shall be irrigated as necessary and cut or maintained to maintain a weed-free and attractive appearance.

(a) Front lawns shall have minimum turf coverage of 35 percent. Front and side yards shall be landscaped and manicured with foliage, rock, bark, turf, and bedding areas. All turf coverage to be drought tolerant turf grasses. All turf areas shall be permanently irrigated with an automatic irrigation system.

(b) Planting beds shall be 50 percent covered by plant material at the time of installation. After three (3) years, plants shall cover 75 percent of the planting beds. Seasonal flowers shall qualify as cover.

(c) Natural earth tone stone material, such as washed river rock, may be used.

Section 8.04. **Rear Yard Maintenance.** The height of any growth, other than landscaping, shall not exceed twelve (12) inches except in the case of trees, and agricultural crops which shall be harvested in a timely manner.

Section 8.05. **Fencing.** No lot may have corral fencing in the front yard No owner may house, keep or raise animals of any kind in the front yard.

Section 8.06. **Road Rights of Way.** The Lot Owner will maintain the area from the edge of road pavement to the front Lot line as needed and supplementing Eagle Mountain City maintenance to insure weed control, grass and vegetation height, uniform appearance, etc. Lot Owners shall maintain the respective areas in front of their Lots free of debris and trash.

Section 8.07. **Maintenance of Unimproved Lot.** Lot Owner is responsible from the date of receipt of deed to the Lot to maintain that unimproved Lot is free and clear of weeds, trash and debris. The Lot shall be mowed at least twice per year to maintain growth below twelve (12) inches in height except in the case of natural sage brush, trees and agricultural crops which shall be harvested timely.

Section 8.08. **Drainage.** No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior written approval of the Design Review Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any drainage flows directed to adjacent Lots should not exceed historic flows. Owners shall not impede or retain water flow in any of the natural drainage gulches.

## ARTICLE 9.

### ENFORCEMENT AND NONWAIVER

Section 9.01. **Right of Enforcement.** Declarant and any Owner of any Lot which is subject to this Declaration, regardless of when it became so subject, at Owner's own expense, shall have the right to enforce all of the provisions of this Declaration against any other Lot which is subject to the Declaration. Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. In any enforcement action brought by Declarant, the costs of suit, including reasonable attorney's and expert witnesses' fees, shall be awarded to the prevailing party.

Section 9.02. **Violation a Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, whether or not the relief sought is for negative or affirmative action. However, only Declarant or the duly authorized agent of Declarant may enforce by self-help any of the provisions of this Declaration and then only if such self-help is preceded by reasonable notice to the owner in violation.

Section 9.03. **Violation of Law.** Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Declaration and subject to all of the enforcement provisions set forth herein.

Section 9.04. **Enforcement in Small Claims Court.** The Lot Owner or Declarant may enforce any provision of this Community Declaration via small claims court or any action at law or equity in any other court available to it under the statutes of the State of Utah for enforcement of any provision of this Declaration.

Section 9.05. **Remedies Cumulative.** Each remedy provided by this Declaration is cumulative and not exclusive.

Section 9.06. **Nonwaiver.** The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

**ARTICLE 10.****MISCELLANEOUS**

Section 10.01. **Term.** This Declaration as the same may be amended from time to time hereafter, including all of the Covenants, Conditions and Restrictions hereof, shall run until December 31, 2020. This Declaration, including all such Covenants, Conditions and Restrictions shall thereafter be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed within a 90 day period by the owners of at least seventy-five percent (75%) of the Lots then in Meadow Ranch V subdivision and recorded in the Utah County real property records promptly thereafter.

Section 10.02. **Mortgage Protection.** Notwithstanding any provision of this Declaration, no lien arising by reason of the breach of or the enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Lot made in good faith and for value. However, after the foreclosure of any such first Mortgage or Deed shall remain subject to this Declaration and shall be liable for all Assessments levied subsequent to such foreclosure or conveyance and all installments of Assessments levied prior to completion of such foreclosure or before such conveyance, but falling due after such completion or such conveyance.

Section 10.03. **Amendment.**

Section 10.04. **Special Provisions.** No amendment of Section 10.02 shall be effective as to any Mortgagee who does not join in the execution thereof, provided that his Mortgage or Deed of Trust is recorded in the real property records of Utah County prior to the recordation of such amendment; provided however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust, shall be subject to such amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Utah County in the manner hereinafter provided.

Section 10.05. **By Declarant.** Only Declarant may amend this Declaration during the period of Declarant control. If Declarant wishes to amend this Declaration after the period of Declarant control, it shall first give at least ten (10) days written notice to each Owner of a Lot then subject thereto of the time and place of a hearing to be held to consider such amendment. Such notice may be given in person or by mail. If such notice is given by mail, the effective date thereof shall be the third (3) day (other than a Saturday, Sunday or legal holiday) after such notice shall have been deposited in the United States mail, postage prepaid, and addressed to such owner at this address as then shown on the records of the County Assessor, or to the residence of such Owner in Meadow Ranch V. If the Owners of seventy-five percent (75%) or more of the Lots which on the date of such hearing were subject to this Declaration, by written notice delivered to Declarant within fifteen (15) days after such hearing object to the amendment proposed by Declarant it shall not become effective. No amendment shall be effective until there has been recorded, in the real property records of Utah County, an instrument executed and acknowledged by Declarant setting forth the amendment and certifying that the above mentioned notice and hearing was given and held and that Declarant did not within twenty-five (25) days after said hearing receive written objections to the amendment from the Owners of seventy-five percent (75%) or more of said Lots, as aforesaid.

Section 10.06. **By Owners.** Except as provided in Section 10.04 and Section 10.05, this Declaration may be amended by the recording in the Utah County real property records of an instrument executed and acknowledged by the Owners of at least seventy-five percent (75%) of the Lots subject to this Declaration at the time of the amendment.

Section 10.07. **Common Owners.** For purposes of Section 10.05 and Section 10.06 above, if more than one Person holds title to any Lot jointly or in common, the vote with respect to said Lot shall be held in the same manner. However, neither fractional votes nor split votes shall be allowed, and all joint or common Owners must object in writing to the proposed amendment under Section 10.05, or approve in writing the proposed amendment under Section 10.06, as the case may be, or the vote with respect to such Lot shall not be counted.



**EXHIBIT A**

**MEADOW RANCH V  
PROPERTY DESCRIPTION**

**Lots 101-113 in Plat 1 and Lots 201-219 in Plat 2 of the Meadow Ranch V subdivision, Eagle Mountain, Utah  
County, Utah**