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MAIL TO:  
LYNN RINDLISBACHER  
6774 S. 2400 W.  
SPANISH FORK, UT  
84660

**DECLARATIONS OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF THE MOUNTAIN OAK ESTATES  
SUBDIVISION CITY OF WOODLAND HILLS**

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This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made this 11 day of August, 2006, by Snowville Holdings LLC, a Utah limited liability company, herein after referred to as "Declarant."

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RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 Aug 23 1:54 pm FEE 39.00 BY KH  
RECORDED FOR CITY OF WOODLAND HILLS

**WITNESSETH**

WHEREAS, Declarant is the owner of a certain tract of land situated in Woodland Hills City, Utah County, State of Utah, more particularly described as follows:

\* SEE EXHIBIT 'A'  
The Mountain Oak Estates Subdivision, according to the official plat thereof as recorded in the Office of the Utah County Recorder (hereinafter the "Lots").

WHEREAS, Declarant intends that the Lots, and each of them, shall hereafter be subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens herein set forth.

**DECLARATION**

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns (hereinafter individually, a "Lot Owner" and collectively, the "Lot Owners"), and shall insure to benefit of each owner thereof.

**ARTICLE 1  
ARCHITECTURAL CONTROL**

**Section 1.** The Architectural Control Committee (hereinafter referred to as the "Committee") shall be comprised of up to three (3) persons, who need not be Lot Owners. The Committee initially shall be comprised as persons appointed by the Declarant. At such time as Declarant is not a Lot Owner, the Lot Owners shall appoint the members of the Committee by vote of the Lot Owners. The members of the Committee may appoint a designated representative by a vote of a majority of such members. 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. Neither members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**SECTION 2.** Prior to the Lot Owner obtaining a building permit from Woodland Hills City, or commencing construction of any improvements on a Lot, the Committee's approval is necessary. The approval or disapproval, as required in these covenants, shall be in writing. A Lot Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence, which plans will be

dated at time of receipt. In the event the Committee, or its designated representative(s), fail to approve or disapprove submitted plans within 30 days after plans and specifications have been received and dated by the Committee, approval shall be deemed to have been denied.

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SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the project, nor shall any exterior addition or change of alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Committee.

## ARTICLE II RESIDENTIAL AREA COVENANTS

**SECTION 1. RESIDENCES** No residences shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and private garages for not more than four vehicles. All construction shall be comprised of new materials, except used brick and rock may be used with prior written approval of the Committee. Permitted exterior materials shall include hardiplank. No dwelling shall exceed 75% stucco. Each Lot Owner (other than Declarant) will be required to have his residence constructed within 18 months of closing on a Lot. All residences shall be constructed within the buildable areas of the Lots as depicted on the official plat for the subdivision.

**SECTION 2. QUALITY AND DWELLING SIZE** No pre-fabricated or manufactured homes will be allowed. Each dwelling must have an attached garage for a minimum of 2 cars. Each dwelling must have an exterior covered with all brick, rock, or stucco, or a combination of brick, rock, or stucco, and aluminum soffit and fascia as approved by the Committee. No dwelling shall exceed 75% stucco. Finished square footage shall not include open porches and garages. Each dwelling must have a brick or rock mailbox. Finished square footage minimums are as follows:

RAMBLER	The main level floor area shall be a minimum of 1800 Sq. Ft. Finished.
TWO-STORY	The main level floor area shall be a minimum of 1500 Sq. Ft. Finished and the second level floor area must be at least 600 Sq. Ft. Finished. However, if the main floor level area is 1800 Sq. Ft. Finished there shall be no minimum requirement for the second level floor area.

**SECTION 3. OUTBUILDINGS** Any and all outbuildings must be approved by the Committee prior to Woodland Hills City issuing a building permit. The exterior of all outbuildings must match the exterior design of the adjoining dwelling.

**SECTION 4. FENCING** Any fencing installed must be a non-maintenance type and must be approved by the Committee and must meet Woodland Hills City's height and set back requirements. No chain link or wood fences of any type are allowed.

**SECTION 5. CITY ORDINANCES.** All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of Woodland Hills City, Utah County and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances. Any business operated out of the home, must be in strict compliance, with the Zoning and Ordinances adopted by Woodland Hills, and may require a conditional use permit from Woodland Hills City.

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**SECTION 6. EASEMENTS.** Easements for installations and maintenance of utilities, drainage, and irrigation facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain on or around said easement which may damage or interfere with the installation and maintenance of utilities, drainage and irrigation, or which may change the direction, obstruct or retard the flow of storm drainage or irrigation water buried utility lines or open channels within said easements. These easements may be used by the Declarant or other utility companies to provide services to other properties other than Mountain Oaks Subdivision. The restrictions set forth in this Section shall not apply to the Septic Drain Line Easements described in Section 13 below.

**SECTION 7. 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. No commercial vehicles shall be parked on the road or in front of the home, but must be kept in a garage on a Lot. No repairs to vehicles to be done on driveways or on the road. All repairs must be done in a garage. Also no semi-trucks or trailers will be allowed in the subdivision at any time, and no curb-side parking of any vehicle will be allowed in the street which may pose as a safety concern for (children playing near or around a parked vehicle) or a maintenance issue (i.e. snow removal etc.).

**SECTION 8. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

**SECTION 9. GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All such containers must be kept clean and in good sanitary condition. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public, including (but not limited to) old vehicles.

**SECTION 10. LANDSCAPING.** All front and side yards must be landscaped within one (1) year after a dwelling is occupied. Rear yards must be landscaped within two (2) years of occupation of dwelling. All Lots and contiguous fence lines must be kept free of noxious weeds and must maintain a pleasant appearance.

**SECTION 11. OWNERSHIP.** This section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the Lots. Lot Owners will be responsible for any and all water retention and run off from irrigation and other water sources, natural and man made, initiated at or pertaining to their property that could affect or damage other property or properties. Lot Owners will not be allowed to remove,

restrict, or disassemble any drainage or irrigation system put in place by Declarant unless found to be defective and replaced by equal or greater system.

**SECTION 12. ADDITIONAL DEPOSITS.** At the closing of each Lot, the Lot Owner will need to deposit \$1,500.00 with Declarant for **The Warranty Escrow** which is to cover any costs associated with damage caused by the Lot Owner to improvements that Declarant has installed (i.e. curb and gutter, meter, and valve boxes etc.) during the course of construction of personal dwelling or landscaping of Lot during the warranty period of the subdivision. Once the warranty period has expired with Wood land Hills City and no repairs are necessary on a Lot Owner's property, and the Lot Owner's landscaping is complete (as specified in SECTION 10 above) whichever occurs last, the \$1,500.00 deposit will be returned to the Lot Owner. However, if the Lot Owner has not complied with other terms of this Declaration, the \$1,500.00 deposit will be retained until such time as the Lot Owner complies with such Declaration.

**SECTION 13. SEPTIC DRAIN LINE EASEMENTS.** Each Lot is encumbered by a septic line easement (the "Septic Drain Line Easement"), which is cross-hatched on the official plat of the subdivision (the "Septic Drain Line Easement Area"). Each Lot Owner shall enjoy an easement and the right to place the septic drain line from his house within the Septic Drain Line Easement Area for other Lots, provided, that such Lot Owner (i) endeavors to place his septic drain line in an area within the Septic Drain Line Easement Area on a neighboring Lot that is mutually acceptable to the affected Lot Owner(s), (ii) pays all costs associated with the installation of the septic drain line and restoration of the adjoining Lot(s) to their prior condition before installation of such septic drain line, and (iii) pays all costs associated with the repair or maintenance of that portion of the septic drain line on the adjoining Lot(s). No structures, planting, or other permanent improvements shall be placed or permitted to remain within the Septic Drain Line Easement Areas on the Lots without the prior written consent of the Committee, which may be withheld for any reason. At such time as houses have been constructed on all of the Lots within the subdivision, the Septic Drain Line Easement Area on each Lot automatically shall be reduced to an area that ten (10) feet in width on each side of all installed septic drain lines.

### ARTICLE III GENERAL PROVISIONS

**SECTION 1. ENFORCEMENT.** Declarant, for as long as it own any Lots, and any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or any Lot Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Litigation costs arising from non-compliance of these restrictive covenants will be borne by the losing party.

**SECTION 2. SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force effect.

**SECTION 3. CARRYOVER.** By agreeing to be bound by all of the provisions of this Declaration, each Lot Owner does also hereby agree that they will be responsible to carryover to any sale gift, pass through to heirs, divorce or exchange of any kind of the

property, these covenants and restrictions, and will not be released from their covenants, restrictions or any financial obligation agreed to herein until the new Lot Owner has signed and agreed to the same covenants and restrictions. ENT 109741:2006 PG 5 of 7

**SECTION 4. AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Lot Owners, which vote shall be taken at a duly called meeting. Any approved amendment shall be reduced to writing, signed and recorded against Lots at the Utah County recorder's office and Woodland Hills City.

**SECTION 5. WOODLAND HILLS OWNERS ASSOCIATION.** These Covenants, Conditions and Restrictions are intended to act in addition to the existing Covenants, Conditions, and Restrictions already in effect with the Woodland Hills Property Owners Association. No statement within this Declaration is intended to circumvent any requirements of the existing Woodland Hills Property Owners Association (the "WHPOA"). All Lot Owners must be members of the WHPOA regardless of the status of these Covenants, Conditions, and Restrictions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 11 day August, 2006.

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DECLARANT:

SNOWVILLE HOLDINGS LLC

By: [Signature]  
Lynn Rindlisbacher  
Its: Authorized Representative

State of Utah, Utah County:

On August 11<sup>th</sup>, 2006, personally appeared before me Lynn Rindlisbacher, an authorized representative of Snowville Holdings LLC, a Utah limited liability company, who upon being duly sworn (or affirmed) upon oath that they did sign the foregoing instrument with authority as granted.

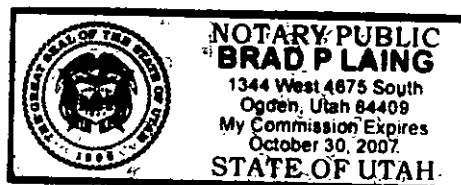
[Signature]  
Notary Public

My Commission Expires Oct. 30, 2007

My Commission Expires:

Residing at:

Ogden UT 84409



# SURVEYOR'S CERTIFICATE

I, BARRY L. PRETTYMAN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166406 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

## BOUNDARY DESCRIPTION

COMMENCING SOUTH 00°30'32" EAST 1249.264 FEET ALONG THE SECTION LINE AND WEST 1045.542 FEET  
 FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND  
 MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
N 89°59'41" W	528.70'	
N 14°45'53" W	66.70'	
N 38°05'34" W	133.27'	
S 83°03'01" W	167.51'	
S 14°40'29" W	116.95'	
S 65°52'43" W	253.18'	
S 69°03'51" W	2.83'	ALONG THOUSAND OAKS PLAT "F"
S 24°44'46" E	321.35'	ALONG THOUSAND OAKS PLAT "F"
S 07°51'23" E	288.05'	ALONG THOUSAND OAKS PLAT "F"
S 11°40'59" W	154.88'	ALONG THOUSAND OAKS PLAT "F"
S 26°59'27" E	85.16'	ALONG THOUSAND OAKS PLAT "F"
N 82°21'32" E	239.21'	ALONG THE VILLAGES AT WOODLAND MEADOWS PHASE 5
N 85°19'03" E	50.04'	ALONG THE VILLAGES AT WOODLAND MEADOWS PHASE 5
N 76°33'18" E	268.34'	ALONG THE VILLAGES AT WOODLAND MEADOWS PHASE 5
S 14°41'53" E	139.29'	ALONG THE VILLAGES AT WOODLAND MEADOWS PHASE 5
N 01°23'47" E	264.38'	ALONG THE VILLAGES AT WOODLAND MEADOWS PHASE 5
S 86°30'24" E	50.08'	ALONG THE VILLAGES AT WOODLAND MEADOWS PHASE 5
SOUTHWESTERLY	ARC: 73.14'	ALONG A 450.00 FOOT RADIUS CURVE RIGHT, THE CHORD OF WHICH BEARS SOUTH 08°08'57" WEST 73.08'.
		ALONG THE VILLAGES AT WOODLAND MEADOWS PHASE 5
S 76°08'18" E	465.15'	ALONG THE VILLAGES AT WOODLAND MEADOWS PHASE 5
N 59°13'21" E	145.03'	ALONG WOODLAND MEADOWS PLAT "A"
N 35°33'09" W	289.35'	ALONG AUTUMN LEAF PLAT "B"
N 00°21'40" E	289.84'	ALONG AUTUMN LEAF PLAT "A"
S 77°16'12" W	117.88'	ALONG THE VILLAGES AT WOODLAND MEADOWS
S 84°54'19" W	139.68'	ALONG THE VILLAGES AT WOODLAND MEADOWS
N 00°29'48" E	155.14'	ALONG THE VILLAGES AT WOODLAND MEADOWS
N 23°19'03" W	365.29'	ALONG THE VILLAGES AT WOODLAND MEADOWS TO THE POINT OF BEGINNING CONTAINING 23.21 ACRES

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EXHIBIT "A"

BASIS OF BEARING = S 00°30'32" E ALONG THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE EAST 1/4 CORNER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 2 EAST, S.L.B. & M.

Aug. 8, 2006  
DATE

Darryl R. Peterson  
SURVEYOR  
(See Seal Below)

### OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 9<sup>th</sup>  
 DAY OF August, A.D. 2006  
 by: Lynn Rindusbacher member  
Snowville Holdings L.L.C.

Vivian L.L.C. Jayne Robert  
Jayne Roberts Manager  
Craig G. Nee  
Craig G. Nee Manager  
Sharon B. Lewis Manager