

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SUMMERHILL SUBDIVISION

THIS DECLARATION is made this 29<sup>th</sup> day of July, 2005 by NHB Family Partners LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in Saratoga Springs City, Utah County, State of Utah, more particularly described as follows:

PH. 1  
All of Lots 1-144, Summerhill according to the official plat thereof filed with the Utah County Recorder in Utah County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

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, and shall insure to the benefit of each Owner thereof.

ARTICLE 1

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Donald Schaub, Jordan H. Bangerter, Adam A. Bangerter and Blair W. Bangerter. 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. Architectural Control Committee shall at their discretion require applicants plans to have specific architectural elements.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in a letter form. The Owner must submit a set of formal plans, specifications, and site plan to the committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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

**SECTION 4.** The Architectural Review Committee consists of four persons and shall initially be the Declarant, but shall transition to membership of persons elected by the Association. After the last lot is sold, or at such time as the Declarant or its assigns cease to act as an Architectural Review Committee there shall be a three person committee made up of owners of lots elected in a meeting of Owners called for that purpose. Election to the committee shall be for staggered two year terms and shall be by a majority of Owners present at a duly called meeting after Notice. For voting purposes the owner or owners of each lot shall be entitled to one vote for each Lot.

“Lot” shall mean any individual parcel shown upon the Map of the Subdivision, which may be legally conveyed by reference only to the number of such Lot designated on the Map.

“Map” shall mean the official Subdivision plat map recorded as referred to above, and which has become part of the official records in the Office of the Utah County Recorder, State of Utah, as the same may be amended from time to time.

“Owner” shall mean the recorded Owner of a fee simple title to any Lot which is a part of the Subdivision. In the event that more than one party shall be established as the record Owner of a Lot, then for all purposes under this Declaration, all such parties shall be required to act jointly as the Owner of such Lot.

“Notice” shall mean notification by means of mailing to the address of each Owner by United States Mail, postage prepaid. Notice shall be mailed at least seven days prior to any meeting as determined by postmark. Notice is presumed received upon mailing. Notice is not valid unless mailed to each owner. Proof of mailing shall be by affidavit, or certified mail receipt.

## ARTICLE II

### RESIDENTIAL AREA COVENANTS

#### **SECTION 1.**      **Quality.**

1. No Lot shall be used except for residential purposes
2. Each dwelling must have an attached garage for a minimum of 2 cars and may have a detached garage with a maximum of 3 vehicles; provided that neither encroach upon any easement. Each dwelling may choose to have a 3-car garage instead of the minimum 2-car garage and by so doing may reduce the square footage of their dwelling by 100 square feet.

3. No building shall exceed two stories in height.
4. Each dwelling must have a masonry exterior acceptable to the Architectural Control Committee.
5. All construction is to be comprised of new materials, except that used brick may be used with the proper written consent of the Architectural Control Committee.
6. There shall be no dwelling of the same style in a sequence throughout the subdivision.

**SECTION 2. Dwelling Size:** - The Requirements below are exclusive of open porches and garages.

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|---------------|---|
| Rambler:      | <u>1500 Sq. Ft.</u> main level.   |
| Multi-Level:  | <u>1600 Sq. Ft.</u> minimum finished square feet constituting the combination of the main level and upper level, but not including family room, half bath and laundry room behind garage. |
| Two Story:    | 1 <sup>st</sup> and 2 <sup>nd</sup> floor combined to equal not less than 1,600 Sq. Ft. with 800 Sq. Ft. minimum on the main floor.   |
| 3 Car Garage: | Each dwelling may choose to have a 3-car garage instead of the minimum 2-car garage and by so doing may reduce the square footage of their dwelling by 100 square feet.                   |

**SECTION 3. 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 the City of Saratoga Springs, Utah County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

**SECTION 4. Easement.** Easements for installations and maintenance of utilities and drainage facilities are served as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

**SECTION 5. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

**SECTION 6. Temporary Structures.** No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

**SECTION 7. 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.

**SECTION 8. Landscaping.** All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 years of occupancy of dwelling. All park strips must be planted in grass and lined with shade trees planted approx. 30' apart. Corner lot yards shall have four (4) park strip trees, Cul-de-sac lot yards shall have one (1) park strip tree and Standard lot yards shall have three (3) park strip trees. The trees shall be one and one-half to two inch caliper in size and shall be purchased, planted, and cared for by the homeowners and their placement shall be directed by the Architectural Control Committee.

### ARTICLE III

#### GENERAL PROVISIONS

**SECTION 1. Enforcement.** Any 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 any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**SECTION 3. 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 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 eighty-five percent (85%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approval shall be reduced to writing, signed, and recorded against the Lots.

### ARTICLE IV

#### ANNEXATION OF ADDITIONAL LAND

**SECTION 1. Annexation of Additional Land.** The Declarant expressly reserves the option unto itself, and its successors or assigns, until the date seven years from the recordation of the original Declaration, to expand the Project through the annexation of contiguous additional land into the Project. Within the time period provided, the Declarant may annex the additional land without the consent of the Owners or other limitation. The Declarant shall have the right and shall be required to amend this Declaration to appropriately reflect all relevant information, as required by law or otherwise, in conjunction with annexation of additional land within the Project. The amendment of this Declaration shall: (i) be duly executed and acknowledged by the Declarant and by all other Owners and lessees of the Additional Land to be annexed to the Project; and (ii) contain a metes and bounds description of the Additional Land to be annexed. The Declarant is under no obligation, if it proceeds to develop the adjacent real property, to annex the developed property into the project.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 29<sup>th</sup> day of July, 2005.

DECLARANT:



NHB Family Partners LLC

Norman H. Bangerter *NHB*

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 29<sup>th</sup> day of July, 2005, personally appeared before me Norman H. Bangerter, President of NHB Family Partners LLC, owner of Summerhill Subdivision, and executed the above and foregoing.



Notary Public

