

WASATCH VIEW 00187873 Bk00325 Pg00624-00628
SUBDIVISION REGULATIONS AND COVENANTS

WASATCH CO RECORDER-ELIZABETH M PARCELL
1996 JUL 01 11:55 AM FEE \$81.00 BY MWC
REQUEST: WASATCH VIEW ACRES HOMEOWNERS A

Wasatch View

Wasatch View is a residential subdivision that has adopted covenants and restrictions to enhance the quality of life for all owners in this area of Heber Valley. All of the lots in Wasatch View, also known as Wasatch View Acres or Wasatch Vista Estates, Inc., herein collectively referred to as Wasatch View, are recorded in the office of the County Recorder for Wasatch County, Heber City, Utah as being the areas controlled under the Wasatch View Home Owners Association and these restrictive covenants. Benefits and burdens of the covenants and restrictions in this document shall run with the land, and all persons and corporations who now own or shall hereafter acquire any interest in the land herein described shall be taken and held to agree and covenant with the present and future owners of said land and, with his or their successors and assigns, to conform to and observe the following covenants and restrictions and their letter as well as the spirit in which they are intended as to the use thereof and construction of residence thereon for a period ad infinitum.

The Wasatch View Home Owners Association

Each plot owner shall automatically be a member of an association known as the Wasatch View Home Owners Association, herewithin referred to as the Association. Each lot is entitled to one vote, and all business that properly comes before the Association shall be passed or rejected by majority vote of those present at each meeting. Annexation of additional grounds into Wasatch View shall be voted upon by a majority of the existing members and approved or denied as specified herewithin. The Association will meet once a year on the first Saturday in May in a location to be decided upon by the Homeowners Council (described below) and to be announced in the Wasatch Wave or any other local newspaper printed in Heber City, Utah and to be posted on the notice board at the community mailbox for Wasatch View located at 550 E., 1000 N., in Heber City, Utah. These notices will appear at least fifteen (15) days before the date of each annual meeting. Other Association meetings as deemed necessary can be called by a majority of the Home Owner's Council, described below, and will be announced in the same manner.

The Association shall have the power to collect monies from each plot owner and assess each on a fair and equal basis, as agreed to by a majority of the owners present at each corresponding meeting, to meet its administrative expenses and to accomplish any activities deemed necessary and voted for by a majority of attendees at any Association meeting for the good of Wasatch View. Each voting member, whether attending an Association meeting or not, will be prepared to immediately surrender his share of the costs associated that meeting and related/subsequent business costs as described in this document. If checks or other promissory payments are made then returned due to insufficient funds they will be promptly be made good along with any other collection and bank fees incurred as a result of the insufficiency. In the assessing and collecting of monies the Association shall have the same power and authority as a governmental unit including the right to sell any plot for non-payment of any lawful assessment and tax.

Any future amendments to this document must be voted upon and passed by fifty (50) per cent plus one vote of the current membership of the Association.

The Home Owner's Council

The Home Owner's Council, hereafter called the Council, shall consist of a willingly elected group of seven or nine members of the Association who shall be aware of the burdens their position requires of them. In the event of resignation, death or relinquishment of legal hold on all property held in Wasatch View, a Council member's vacant seat may be filled by any other

member of the Association. The Architectural Committee, hereafter called the Committee, shall consist of three or five members of the Council, and their primary purpose is to review structural and construction proposals and/or changes in Wasatch View. Any proposed building variances may be brought before the Committee for consideration. It is recommended that those elected to the Committee have some experience relative to the Committee. They shall have full authority to approve or disapprove or to grant or refuse to grant permission for plans or construction with a majority vote of the Committee. The Council may appoint a representative to make recommendations and investigations involving Wasatch View. None of the Committee or Association members is to receive compensation for any work performed by them except for the reimbursement of necessary expenses as stated in these covenants. The Council or Committee may be enlarged should a majority of the Association request this in writing to the Council; however, the Council or Committee's membership number should always be an odd one and small enough to facilitate a swift gathering of a majority for submitted plan approvals within the time specified below or any other pertinent business. Fifty-one (51) percent or more of the members of the Council or Committee constitutes a quorum provided the Chairman or Vice Chairman of the Committee (who are elected with a majority vote by the Council) are informed of each meeting. A majority of those present may pass on any business that may legitimately come before the Council or the Committee, and their decisions are binding upon the rest of the Association.

The Covenants

00187873 Bk00325 Pg00625

In consideration of the premises and as part of the general plan for its improvement, Wasatch View is subject to the following restrictions and covenants:

1. No building shall be erected, placed or altered on any plot until the construction plans and specifications showing the type of construction and the location on the lot have been approved by the Committee as to harmony of external design and conformity with the contouring and the existing structures in the subdivision. Any change to existing structures or new construction on any lot after the adoption of these covenants must be submitted to the Committee.

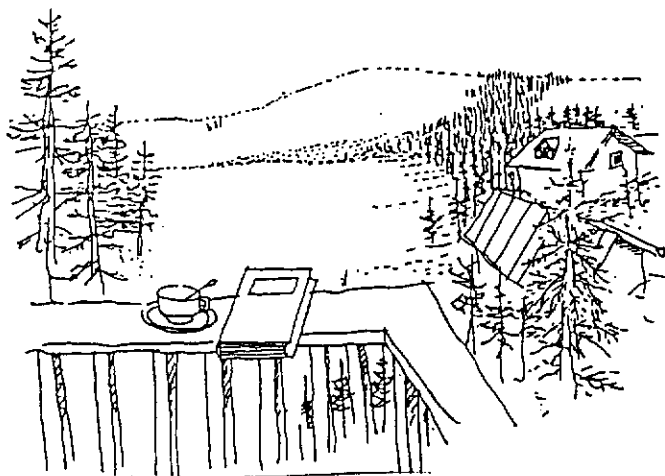
2. The Committee shall be provided a copy of the plans and specifications for any proposed structure to ensure compliance with these covenants, and will have the authority to veto the issuance of any building permit which does not meet the spirit of these covenants. In order to not become a hindrance or cause financial burden, the Committee shall render a decision within fifteen (15) business days of receipt of the plans and specifications or the plan will be automatically approved. When the owner and the Committee are in disagreement, the owner may appeal the Committee's decision to the Council. It is the responsibility of the owner of the proposed structure to provide the plans and specifications to the Committee, and to provide a signed receipt as such to the Wasatch County Planner prior to receiving a building permit. The names of the current Committee are on file in the Planning Office of Wasatch County, Heber City, Utah. Any member of the Committee may be contacted for any business concerning the Association and these covenants.

3. No commercial or industrial business or enterprise of any kind or nature that interferes with the residential harmony or character of the neighborhood shall be carried upon said premises without prior approval of the Council. No plot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any plot other than one detached, single family dwelling, guest house, stable, detached private garage, shed for garden tools and the like, or any other structure which the Committee shall approve of in advance of construction. No plot shall be divided or resubdivided into smaller plots or parcels. No trash, ashes or any other refuse of

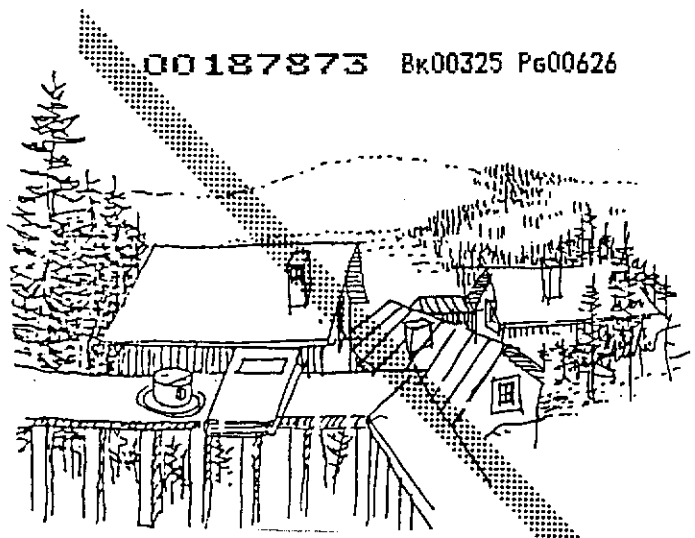
any nature may be thrown or dumped on any such plot or adjoining plots or any other property.

4. On each plot no primary residence shall be permitted of a size less than two-thousand five-hundred (2500) square feet of finished, liveable area. Any guest house built must be eight hundred (800) square feet of liveable area minimum on each single story. No structure shall be taller than thirty-two (32) feet as measured vertically from the existing natural grade. No structure shall be composed of more than four (4) exterior materials. It is the intention of this covenant to insure that all structures are of a quality of workmanship and materials substantially the same. Any approved building shall be completed externally and internally within the time specified per the Wasatch County code building permit issuance, and all construction-disturbed land must be renaturalized or landscaped likewise within the time specified per the Wasatch County code building permit issuance.

5. Each plot shall be subject to and shall have a thirty (30) foot wide easement in front of the plot for ingress and egress of the property owners and their guests. Wasatch View is an established neighborhood with a significant number of houses already in existence. The location of these structures will therefore determine the minimum front yard setbacks. The "front yard setback" will be defined as the average distance from the street of the existing houses. For example, if a structure is proposed on lot #3 out of 8 total lots running along a road and lots #1, #2 and #4 have existing structures, the front yard setback for the proposed structure shall be, at a minimum, the average of the existing setbacks of the structures along that line of lots. If a setback has not been established by existing houses, it shall be no less than fifty (50) feet. Whereas the predominant view from Wasatch View is generally to the southwest, a new structure shall not disrupt or block the view of an existing home. For example:

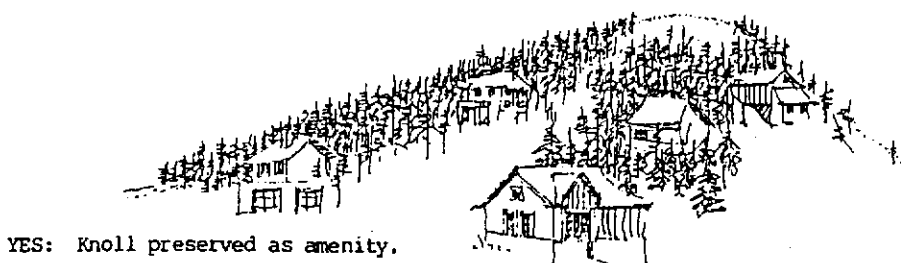


YES: Preserves off-site view by creating view corridor.

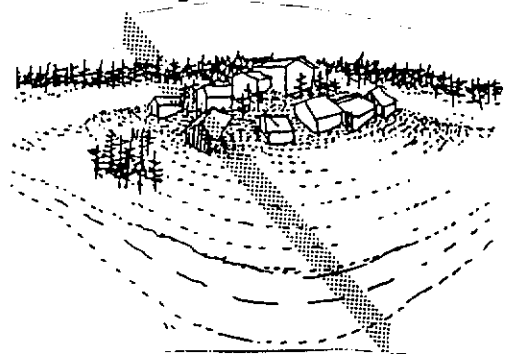


NO: Construction blocks own views and others' views.

6. If a lot has a ridge or knoll as defined by contour convention, no roof will extend more than ten (10) feet above any point on a ridge or knoll within a horizontal distance of fifty (50) feet. The intent of this restriction is to have structures blend in with their surroundings rather than project high above them so as to be an unnatural protuberance. For example:



YES: Knoll preserved as amenity.



NO: Knoll destroyed by site improvements.

7. No structure of a temporary nature such as a trailer, recreational vehicle, camper, tent or a shack, garage, basement, barn or other type of out-building may be used as a residence at any time, either permanent or temporary, without prior written approval of the Committee. It is encouraged that recreational vehicles and equipment be housed in an appropriate covered out-building and not parked in plain view of the streets or other residences. No along-street parking of any vehicles is allowed.

8. An easement for the installation and maintenance of utilities is hereby reserved on each plot, the location of which shall be shown of the recorded plat, or at such other location determined by the Committee as being necessary and convenient provided, however, that the same shall not unreasonably interfere with the individual plot owner's use and enjoyment of his property.

00187873 Bk00325 Pg00627

9. The land in this subdivision shall be maintained and preserved in its original and natural condition as much as possible. Native and drought-resistant landscaping is strongly recommended as well as a balance between water-conserving planting (minimal lawn) and appropriate fire breaks around structures. It is agreed that the purchaser of any plot shall plant and nurture at least ten (10) trees per five (5) acres of ground. Any arrangement of trees by the owner may be used without prior approval of the Committee; however it is strongly suggested that only trees not taller than the surrounded residences be used. It is also suggested that any future plans for roadways or trails be considered before planting. Planted trees, when full-grown, shall not obscure other existing structures' scenic views.

10. No noxious or offensive activities shall be carried on upon any plot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. This covenant is not construed as a covenant against the following: horses, beef or milk cows or a combination thereof. All other forms of livestock, including sheep, goats, swine and fowl must be approved in advance by the Committee. In accordance with local laws no dogs or cats shall be allowed to roam off of their owner's property for the pet's safety and to discourage threats to wildlife. Suitable control must be provided for all animals and likewise be approved in advance by the Committee.

11. No sign, billboard or advertising structure of any kind shall be erected or displayed on any plot except a 'For Sale', 'For Lease', 'For Rent', 'Private Drive', directional or address identifier sign not to exceed two (2) feet square in size.

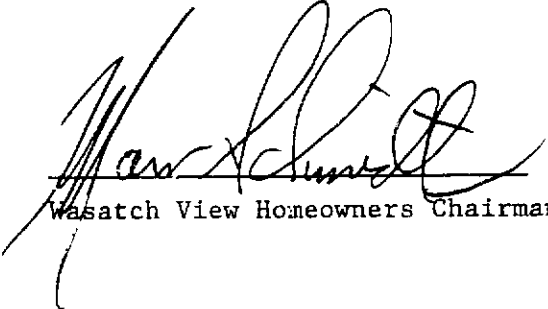
12. Wasatch View is a private neighborhood. There are no public lands in the neighborhood other than paved roads. All visitors, owners and tenants and their families and guests are reminded to respect their neighbor's ownership and privacy and comply with county and state laws by getting permission from them before crossing their land on foot, on horseback, by non-motorized or motorized vehicles.

If any owner of a plot or their successors or assigns violate or attempt to violate any such covenants or restrictions herein, other property owners individually or collectively and/or the members of the Committee representing the Association shall have the right to prosecute any proceeding at law or in equity against any firm, person or corporation violating or attempting to violate any covenants or restrictions in this document, and either prevent him from doing so or recover damages or other dues for such violation. Any persons owning an interest in a plot in

this subdivision and any future annexes and their heirs, successors, grantees, personal representatives or assigns who violate or attempt to violate any of these covenants and restrictions contained herein hereby agrees to pay all costs of enforcing these protective covenants and restrictions whether or not suit is filed and including the payment of a reasonable attorney's fee.

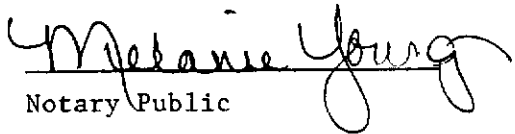
Any questions regarding the interpretation and intent of specific covenants should be addressed to the Council. Invalidation of any one of these covenants in whole or in part by judgement or court order or otherwise shall not affect the validity of any of the other provisions not invalidated and such provisions shall remain in full force and effect. The filing of this document indicates an Association majority approval of the contents and renders all previously-filed covenants concerning Wasatch View, Wasatch View Acres and Wasatch Vista Estates, Inc. null and void.

Signed, The Wasatch View Homeowners Council,
dated 7/1/96 :


Wasatch View Homeowners Chairman

00187873 Bk00325 Pg00628

Subscribed and sworn before me this 1st day of July, 1996, and duly acknowledged to me that he executed the same.


Notary Public
Expires April 27, 98

