

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE MEADOWBROOK SUBDIVISION,
A SUBDIVISION IN TOOELE COUNTY, UTAH**

THIS Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") is made and executed as of the 16th day of August, 2018 by Meadowbrook Ranch Estates (hereinafter referred to as the "Developer" or "Declarant") which is the owner/agent of the following described parcel of property (hereinafter referred to as the "property") located in Tooele County:

Meadowbrook Subdivision, Lots #1-12, as recorded and on file with the Tooele County Recorder's office.

IT IS THE INTENTION that Developer has divided the property into lots as shown on said plat and dedicated a street as shown on said plat to the general public. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

I. PROPERTY COVENANTS AND CONDITIONS

1.1 NOW THEREFORE, the Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be in furtherance of plan for the subdivision. Improvements and sale of property are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and every lot or portion thereof and to prevent nuisances and secure to each of the lot owners the full benefit of enjoyment of their home.

1.2 All of the covenants, conditions, restrictions, and agreements set forth in this Declaration are for the direct and mutual and reciprocal benefit of the Property and each and every Lot hereafter created from time to time and are intended to create reciprocal rights and obligations between and among the respective Owner(s) of each and all of the Lots and to create a privity of contract and estate between and among the

Owners of each and all of the Lots, their heirs, successors and assigns, and shall, as to the Owner(s) of each Lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots.

1.3 All covenants, conditions, and restrictions herein stated shall run with the land and all Owners, purchasers or occupants thereof shall, by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented and agreed with the present and future Owner(s) of each Lot and Declarant, and with their respective successors and assigns, to conform to and observe the following covenants, conditions, restrictions and stipulations as to the use thereof and construction of residences, structures and improvements thereon.

1.4 Definition of Common Easements. The Association is hereby given and declares the following common easements for the benefit of all members:

a. The north 20' of lots 1, 2 and 3 for the purpose of planting and growing a line of trees to constitute a visual barrier between the subdivision and the Rocky Mountain Power Substation. The lot owners of lots 1, 2 and 3 shall provide gates in the easement area of their north-south running boarder fences to allow access by the Association to attend to the trees along the north ends of their lots. The lot owners of lots 1, 2 and 3 agree to manage the north 20' of these lots in such a way as to not damage said trees, including, but not limited to, not allowing livestock that might damage said trees to be present in the area of the trees.

b. An area 15' from the west boundary of lot 1 for the first 60 feet from the southwest corner of lot 1 for the purpose of planting vegetation to provide a landscaped entrance to the subdivision.

c. An area 15' from the west boundary of lot 9 for the first 60 feet from the northeast corner of lot 9 for the purpose of planting vegetation to provide a landscaped entrance to the subdivision.

d. An area of the east 20' of lot 1 running along its east boundary for the purpose of providing and maintaining a drainage ditch for water runoff in the subdivision as well as providing access to the water pipes and electrical lines which water the trees on the north end of Lots 1, 2, and 3.

e. An area of the north 150' of lot 1 running along its north boundary for the purpose of providing a drainage detention pond and drainage ditches.

II. MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. Every Owner shall be a Member of the Meadowbrook Home Owners Association (MHOA). Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

2.2 Voting Rights. The Association shall have the following described two classes of voting membership:

A. Class A. Class A Members shall be all Owners, other than the Declarant, with regard to the Declarant's interests in Lots #2-11 until the Declarant Control Period ceases. Declarant shall have one Class A membership for as long as Declarant owns Lot #1. Declarant shall have six Class A Memberships for its ownership of the 30-acre Lot #12. Class A Members shall be entitled to one vote for each Lot/Home in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to Lots #1-11.

B. Class B. The Class B Member shall be the Declarant. Prior to expiration of the Declarant Control Period, the Declarant, or its successor or assign of Declarant's rights, shall have the authority and power to appoint and nominate all members of the Board or to exercise all power and authority assigned to the Association under the Governing Documents. The Class B Membership shall automatically cease and be converted to a Class A membership when the Declarant Control Period ceases. The Declarant Control Period ceases on the first to occur of the following events:

- (a) Sixty (60) days after seventy-five percent (75%) of the Lots #2-11 are conveyed to owners other than the Declarant; or
- (b) The expiration of seven (7) years after the Declarant has ceased to offer the Meadowbrook lots for sale in the ordinary course of business; or
- (c) The day the Declarant, after giving written notice to the Owners, records an instrument surrendering all rights to control activities of the Association.

2.3 Upon termination of the Declarant Control Period, the Owners shall elect members of the Board in accordance with the provisions of the Bylaws and the Act.

2.4 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.5 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his/her Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association, who shall maintain a record of ownership of the Lots. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner

shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section III.

III. ASSESSMENTS

3.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the general and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain:

- (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and
- (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due.

No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the association easements or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

3.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of Owners within the Property and the Benefitted Parties, including but not limited to the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, maintenance, repair and improvement of the association easements; establishing and funding a reserve to cover major repair or replacement of improvements within the association easements; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

3.3 General Assessment. The total general assessment is intended to fund the ordinary and recurring expenses of the Association estimated in advance for each calendar year, together with amounts required to establish Reserve Funds for the benefit of the Association. Each Lot shall be subject to an annual assessment of \$200 which shall be due and payable on the first of January each year or on the date the lot is purchased upon the closing of the real estate agreement when the lot is first purchased from the Declarant. The calculation of the assessment due shall be adjusted according to the number of days remaining in the year based on the date of closing. The Board of Trustees of the Association may from time to time and in its discretion set the amount

of the assessment at any sum it deems appropriate to accomplish the aims and goals of the Association.

3.4 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part:

- (a) Any expense or expenses not reasonable capable of being fully paid with funds generated by general assessments; or
- (b) The cost of any construction, reconstruction or unexpected required repair or replacement in connection with the association easements.

3.5 Reimbursement Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 3.3 and 3.4 above, the Board may levy at any time Special Assessments (a) on each Lot specifically benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the common easements made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or occupant of which shall cause any damage to the common easements necessitating repairs; (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to any provisions of this Declaration; (d) on each Lot, the Owner or occupant of which shall violate the Declaration and/or the rules and regulations of the Association, with the first violation resulting in a Special Assessment of not less than \$100 (and in such greater amount as specified in rules and regulations as adopted and amended from time to time by the Association), and any subsequent violation resulting in an assessment of not less than twice the amount of the initial assessment, with such assessments to be assessed monthly for continuing violations (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted.

3.6 Uniform Rate of Assessment. Except as provided in Section 3.5 above, for Reimbursement Assessments, general and special assessments shall be fixed at a uniform rate for all lots. Declarant, for each unsold lot owned by it in the development, shall pay general assessments due for each lot.

3.7 Certificate Regarding Payment. Upon the written request of any Owner or prospective purchaser or encumbrancer of a Lot and/or Living Unit which request is directed to the Association and its contact person as specified in the Registration, and which shall contain the name, telephone number, and address of the person making the request, the facsimile number or email address for delivery of the payoff information,

and is accompanied by the written consent for the release of the payoff information identifying the person requesting the information as a person to whom the payoff information may be released, and which consent is signed and dated by an Owner of a Lot and/or Living Unit for which the payoff information is required, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The request of an owner for a statement of unpaid assessments shall be made in writing and shall be accompanied by a fee payable to the Association in the amount of \$10.00.

3.8 Effect of Non-Payment; Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum both before and after judgment and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

3.9 Tax Collection by County Authorized. It is recognized that under the Declaration the Association will have easement rights to property in the Meadowbrook Subdivision and will not own any property. It will therefore not be obligated to pay property taxes to Tooele County.

IV. DUTIES AND POWERS OF THE ASSOCIATION

4.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- A. The Association shall accept all Owners as members of the Association.
- B. The Association shall accept the association easement rights conveyed to it by Declarant.
- C. The Association shall maintain, repair, and replace all landscaping and improvements in the association easements including but not limited to, the maintenance of all exterior trees, shrubs, grass, and other association easement improvements. The association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

In the event that the need for maintenance or repair of association easements as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 3.5) to which such Lot is subject.

D. The association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

E. The Association may employ a responsible corporation, partnership, firm, person, or other entity as the Managing agent to manage and control the association easements, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association.

F. The Association may employ a responsible corporation, partnership, firm, person or other entity to manage the common easements, subject at all times to the direction of the Board. The compensation shall be established by the Board.

4.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

A. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VII of this Declaration. The Association shall

have the right to permit access to the Subdivision through any and all entrances, subject to governmental requirements, if any. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

- 1) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the association easements or in exercising any of its rights to construct, maintain and repair improvements or other work upon any of the association easements, and provided that any contract for goods or services having a term of more than one year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (30) days written notice, the Association shall have the power and authority:
 - a. to pay and discharge any and all liens placed upon any association easements on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and
 - b. to obtain, contract and pay for, or to otherwise provide for:
 - 1) Construction, maintenance, repair and landscaping of the association easements (and exterior repairs of Living Units upon Lots to the extent necessitated by the failure of Owners of such Lots) on such terms and conditions as the Board shall deem appropriate.
 - 2) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;
 - 3) Such utility services, including (without limitation) water, trash removal, as the Board may from time to time deem desirable;
 - 4) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
 - 5) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and
 - 6) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.
- B. The Board may delegate by resolution or contract to the Managing Agent any

of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Ten Thousand Dollars (\$10,000.00), nor the power to sell, convey, mortgage, or encumber any association easements.

4.3 Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things:

- A. the use of the association easements;
- B. the use of any easements or utility facilities owned by the Association;
- C. the collection and disposal of refuse and;
- D. other matters concerning the use and enjoyment of the Property and the conduct of residents.

The Board may also adopt additional Architectural Guidelines, in addition to those adopted by the Declarant, for the construction of Living Units; provided, however, that until the earlier of the expiration of twenty (20) years from the date on which this Declaration is filed for record in the office of the County Recorder of Tooele County, or all Units to be located upon the Property and the Additional Property have been sold to third parties, Declarant shall have the unilateral right to amend or modify the Design Guidelines or to reject any additional Architectural Guidelines proposed by the Board. Rules and Regulations and/or Architectural Guidelines adopted by the Board may be enforced in accordance with the provisions of Section 4.2.

4.4 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

4.5 Insurance. The Association shall secure and at all times maintain the following insurance coverage:

A. Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the association easements. The name of the insured under each such policy shall be in form and substance similar to: "Meadowbrook Homeowners' Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear".

B. A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the association easements which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be determined by the Board of Trustees.

V. COVENANTS, CONDITIONS AND RESTRICTIONS

The acceptance of any deed to or conveyance of any part or portion of the property by the grantees therein named or by their legal representatives shall constitute their covenant and agreement with the developer and with each other to accept, hold, improve use and convey the Property described and/or conveyed in or by such deed or conveyance subject to said restrictions, covenants and conditions as follows:

- 5.1 Building Permit Required. No grading, excavation, building, fence, wall, residence or construction of any kind, or alteration shall be commenced, started, erected or made until the approval of the Architectural Control Committee and Tooele County in accordance with Tooele County Building permit requirements.
- 5.2 Use Of Lots. Lots 2-11 within the Subdivision shall be used only for the construction and occupancy of one single family dwelling. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis courts, etc. Lots 2-11 shall be used, improved, and devoted exclusively for such single family residential use. No portion of the dwelling excepting the entire primary residence, shall be rented or offered for rent at any time except as provided in Section 5.6 below. No professional, business, or commercial use shall be made of any residence or lots except as provided in Section 5.6 or any portion thereof nor shall any resident's use of the lot endanger the health or disturb the reasonable enjoyment of any other resident.
- 5.3 Building Location. No building shall be located on any lot that does not meet the Tooele County Set Backs for the RR5 zoning classification.
- 5.4 Construction Time. The construction time for the completion of any structure shall not exceed twelve (12) months from start to finish except that 90-day extensions may be obtained upon a showing of good cause to the Architectural Control Committee. "Start" shall be the excavation for the residence.
- 5.5 Construction Materials And Methods. All construction shall be of new materials. No log home kits shall be placed or erected on said property at any time. No manufactured homes shall be placed or erected on said property at any time. Any and all construction shall proceed in a manner as not to cause damage, harm or nuisance to neighboring lots or public improvements or utilities. Construction materials and debris, including excavations and surplus dirt, must be contained at all times or removed upon completion.

The construction site must be regulated by the owners and its contractors so as not to cause any erosion of native, undisturbed areas. Such debris and dirt shall not be permitted on the public street. Any home owner found to be in violation shall be subject to a \$250.00 fine.

5.6 Commercial Activity. Any proposed commercial activity on lots 1-11 must first be submitted to the Meadowbrook Home Owner's Association for approval before being submitted to Tooele County for approval as a cottage business. MHOA shall determine if the proposed commercial activity is conducive to the rural-residential neighborhood of the Meadowbrook Subdivision. Only commercial activities which Tooele County would approve as a cottage business can operate in the Meadowbrook subdivision. A commercial activity is any item or thing sold or service given for which a person is paid.

Except as provided for in subparagraphs A, B, and C, no commercial activity may involve the construction, sales, service, storage or maintenance of machinery, vehicles, tractors, storage containers, or physical processes.

The following commercial activities are deemed to be allowed:

A. Utah Youth Village already has a conditional use permit from Tooele County to operate a private boarding school on the 30-acre Lot #12 of the subdivision which will be the second campus of Alpine Academy. That school will include at least six homes and at least two school buildings, a soccer field, some outdoor courts, some barns, garages and outbuildings. The school will look like and function like the existing Alpine Academy Campus in Erda, Utah at 1280 Whispering Horse Drive (www.alpineacademy.com).

B. Lot #1 is a less-desirable lot because it borders Droubay Road and has a number of difficult easements on it. Utah Youth Village may keep said lot and obtain a conditional-use permit for Lot #1 to operate a bed and breakfast facility that will operate similarly to the Blue Boar Inn in Midway, Utah (www.theblueboarinn.com). The architectural style of the building will be similar to the homes which are presently on Alpine Academy campus in Erda, Utah (www.alpineacademy.com). While the facility may also become open to the public, it will primarily serve the parents who will be visiting the youth who are living in the Alpine Academy boarding schools located in Erda and on Lot #12. Tuition for Alpine Academy is currently around \$120,000 per year, so the parents who will be frequenting the bed and breakfast tend to be affluent, and the structure and grounds will be such as would be acceptable to them. Students who are excelling at the school will work at the bed and breakfast under our staff supervision. Over time, visiting parents will include famous people such as movie stars because their child is placed at Alpine Academy II. No other lot in the subdivision can operate a bed and breakfast.

C. Lot #3 and #12 also house most of the core components of the Meadowbrook Water User's Association's (MWUA) water system and are exempt from the restrictions of Section 5.6. Tractors and trucks will be stored and serviced on the campus to service the components of MWUA.

Purchase of a lot in the Subdivision shall be deemed to be the lot owners' approval and acceptance of the commercial uses noted in paragraphs A. B. and C. above.

5.7 Lot Size. Lot sizes as described on the recorded plat of the subdivision are considered minimum lot sizes and no person shall further subdivide any lot other than shown on the officially recorded plat.

5.8 Home Size. The minimum total square footage of living area on the first level above ground floor, located within the area of a foundation for any residential dwelling shall be no less than 1,400 square feet. Homes may have a basement, but is not required. Homes must have at least an attached 2 car attached garage.

5.9 Architectural Control. No building, out building, garage, barn, stable, fence, wall, pool or improvement shall be commenced, erected or maintained upon any lot, nor shall any exterior addition, change or alteration or in the event of a casualty loss, any restoration be made to the exterior portion of any residence, until the plans and specifications showing all construction plans and site plans have been approved by the Architectural Control Committee. It is anticipated that the homes in the subdivision will be consistent with the styles expected in a rural and semi-rural community. Although some house styles may not be exactly right in their entirety, many of the Bungalow, Mission/Basque, Farmhouse, Craftsman and Prairie styles as well as others would generally be appropriate here. Individuals that would like to build modernistic or unusual types of construction cannot expect that their plans would be approved and should not buy lots in this subdivision. (Exposed mechanical units, such as antennas, satellite receivers, air conditioning or any mechanical unit shall be located on the structure or on the lot in a manner as to minimize the visibility and intrusiveness to other home owners.)

5.10 Finishes. No reflective finishes other than glass or hardware fixtures may be used on exterior finishes. Neutral/earth tones are strongly recommended. Primary roof pitches shall be no less than 4/12 without the approval of the Architectural Control Committee. Architectural shingles, metal roofs, or tiles are required on all structures that are built.

5.11 Exterior Walls. At least seventy five percent of the exterior walls of each home shall be composed of painted wood, wood simulations such as wood board and batten, clapboard siding (maximum 6" width exposure), wood shingles, quality wood simulations such as fiber cement, stone, brick, or cement board with no more than the other twenty five percent of the exterior being stucco. No wood, aluminum, or vinyl siding will be allowed on any home. One hundred percent of the exterior walls of out buildings shall be composed of stained or painted wood, stone, brick, stucco, aluminum or vinyl siding, or cement board.

5.13 Temporary Or Other Structures. No structure of a temporary nature, no bus,

trailer, outhouse, tent, or other buildings shall be used as a residence at any time. No old or second-hand structures shall be moved onto the property of any lots. All construction shall be of new materials. No lot shall be used for storage purpose of any kind until an occupancy permit has been issued by Tooele County.

5.14 Pets, Animals, Etc. Subject to the restrictions of the Tooele County rule and ordinances, no more than ten (10) large animals shall be kept on any lot. All other sized animals shall be a derivative of this number. For purposes of these Protective Covenants, large animals such as horses, cows or other animals, or fowl shall be counted in animal units as defined by the Utah State Division of Water Rights.

A. There will be no kennels allowed other than a private dog run not to exceed 6 feet wide and 12 feet long for household pets only. No personal, sporting, or commercial kennels for breeding or any other purpose are allowed. No more than three (3) domestic animals (such as dogs or cats) which are more than four (4) months old shall be allowed.

B. All owners of pets or livestock shall provide adequate fences, pens, barns for any and all animals in order to keep them from straying. All animals must be contained so as not to nuisance. Dogs must not be allowed to bark for more than 15 minutes before being placed inside a structure where they cannot be heard beyond the lot. No animal is allowed to roam unrestrained off of the owner's lot. Such animals will be removed by Tooele County and the cost will need to be reimbursed by the owner.

C. The property is located in the Pine Canyon area of Tooele County which enjoys a semi-rural lifestyle, including the boarding, caring for, raising, grazing, feeding, riding, and training of horses and other livestock, farm animals, and pets often found in rural areas (collectively, "Livestock"), and their attendant noises, odors, and sights. Each owner takes title to the lots or parcels with an acknowledgment that the Pine Canyon area surrounding the Property is a rural area which allows and welcomes livestock and that such owners hereby agree not to challenge, oppose, complain about, or otherwise try to prohibit, outlaw, or restrict the residents' legal rights to have livestock in the Meadowbrook Subdivision.

D. The keeping and rearing of farm animals on the property shall be done in a clean and healthy way, using the best practices of animal husbandry, in order to minimize odors and noises.

5.15 Nuisances. No use of firearms for any purpose or noxious or offensive activity that results in unreasonable noise, the creation of unsafe conditions or offensive odors shall be allowed on any lot at any time.

5.16 Easements and Driveways. Easements for the installation and maintenance of

utilities, the creation of landscaping, for access to adjoining properties and drainage facilities, are reserved as shown on the recorded plats of the Meadowbrook Subdivision or as noted in the records of the Tooele County Recorder's office for a lot. No construction of permanent structures shall be allowed on said easements. These easements shall in no way be interfered with or caused to have restrictive access. Only driveway approaches for each lot shall be allowed. No individual, lot owner, or other person may use any drainage way for hazardous material disposal. Any individual found to be in violation will be subject to a fine of a \$1,000.00 and prosecuted according to local ordinances.

5.17 Landscaping. A minimum of 10,000 square feet of landscaped area is required in the front and/or side of each lot. Landscaping shall include a minimum of six (6) trees. Landscaping must be completed within twelve months after occupancy of any residence.

5.18 Fencing. No chain-link fence of any kind (except for dog runs or except as may be required by the Utah Division of Drinking Water around water system components) will be allowed within the development. No barbed-wire fences are allowed along the boundary lines of the lots or within the front 100' of each lot along Meadowbrook Drive.

5.19 Un sightliness. Any lot, improved or unimproved shall be kept free of trash, weeds, rubbish, and other refuse. Rubbish shall include, but not be limited to bushes, weeds, household, automobile, camper, trailer, boat, agricultural equipment, or parts thereof which are or have been in a state of disrepair, or unassembled on any lot in view of the public. It is hereby agreed that in the event of default, the Declarant or the Meadowbrook Homeowners' Association have the right, without obligation, to enter or contract to remove such rubbish; and do all other things necessary to place the property in a neat and orderly condition. All attorneys' fees and costs incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on owner's lot, and shall also be a personal obligation of said owner, enforceable by law, until such payment thereof is made.

5.20 Farm Tractors, Commercial Equipment Including Tractors And Large Trucks. Farm tractors or other small agricultural tractors that are used solely for agricultural or construction use on the owner's lots in the Meadowbrook Subdivision shall be stored behind the home (not to the side or front of the home) or shall be stored inside a building. Construction tractors and trucks, such as backhoes, excavators, compactors, frontend loaders, skid steers, dump trucks, etc., can be present on a lot only when approved construction to a building is currently in process on said lot and only to the extent that they are actually used for said construction, except that a backhoe, skid-steer, track hoe, mini-excavator, or dump truck, owned by Utah Youth Village may be stored on Lot #12 to be used to maintain Utah Youth Village's properties and to maintain and service the Meadowbrook Water User Association's water system.

Overnight, extended, or repeated parking of commercial trucks, storage units,

temporary storage units, diesel tractors or trailers is prohibited on any of the lots of Meadowbrook Drive as well as in the two turnarounds on Meadowbrook Drive.

5.21 Vehicles. All vehicles which are customarily parked in view of the public shall be operable, in good working order, and used only by individuals living in the home on the lot. Any vehicle that is owned by a lot owner that is not operable or in disrepair must be stored inside a structure such as a garage or barn. No broken down vehicles shall be allowed in public view. No vehicles shall be stored in public view. No lot owner can store vehicles on his/her lot which he does not own, notwithstanding if they are stored inside or outside.

5.22 Recreational Vehicles. All recreational vehicles (motorized or towable) shall be stored within a structure such as a garage or barn or behind the front of the residence. No lot owner shall park a recreation vehicle on his lot which he/she does not personally own or lease. This restriction includes recreation vehicles owned by children, parents, relatives, associates or friends of the lot owner.

5.23 Livestock Trailers. All livestock trailers shall be parked or stored within a garage/barn or behind the front of the residence. No lot owner shall park any livestock trailer on his lot which he/she does not personally own or lease. This restriction includes livestock trailers owned by children, parents, relatives, associates or friends of the lot owner.

5.24 Toy Hauling Trailers Or Other Trailers. All toy hauling trailers or other trailers shall be parked or stored within a garage/barn or behind the front of the residence. No lot owner shall park any such trailer on his lot which he/she does not personally own or lease. This restriction includes trailers owned by children, parents, relatives, associates, or friends of the lot owner.

5.25 Mobile Homes. No mobile homes, manufactured or modular homes are allowed in the subdivision. No lot owner or their guest shall reside on the residence for any period in a trailer or mobile home.

5.26 Garbage And Refuse Disposal. No Lot shall be used as, or maintained as a dumping ground for rubbish, trash, or other waste and such materials shall not be kept on any Lot except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. After public collection all trash receptacles shall be removed from the street within 24 hours of pickup. All equipment for the storage and disposal of such material shall be kept in clean and sanitary condition. The burning of rubbish, leaves, or trash within the Subdivision is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

5.27 Signs. No signs, posters, displays, or other advertising devices of any character

shall be erected or maintained on, or shown or displayed to the public view on any Lot except as provided by Tooele County Ordinances and with approval of the MHOA. Provided, however, that the restrictions of this paragraph shall not apply to any sign or notice six square feet or smaller in size which states that the premises is for rent or sale. This section shall not apply to any sign used by Developer or its agents in connection with the original development and sale of Lots.

5.28 Restriction On Further Subdivision, Property Restrictions And Rezoning. No Lot shall be further subdivided or separated into smaller Lots by any owner, and no easement shall be conveyed or transferred by any Owner. No application for rezoning of any Lot, and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use otherwise complies with the provisions of the Declaration.

5.29 Oil & Mining. There shall be at no time any type of mining or oil exploration/production, or any other mineral, gravel product, or other products derived from the ground are allowed within the Meadowbrook Subdivision.

5.30 Power And Telephone Lines. All power and telephone lines must be placed underground from each house or other structure to the nearest transformer, pole, or vault. No owner shall place or permit to exist and suspended overhead power or telephone lines of any kind. The obvious exception to this is Rocky Mountain Power's overhead transmission lines that run north to south across the boundaries between lots 1 and 2 and lots 9 and 10.

5.31 Energy Efficiency And Renewable Energy. Owners are encouraged to use best practices and measures for energy conservation in building and operating dwellings upon the Lots, including such things as highly efficient furnaces, appliances and lighting; quality windows; effective insulation; passive solar techniques in site orientation and building design; and active solar, wind, and geothermal strategies, subject to applicable laws and regulations and Committee review and approval as part of the Plans. Rooftop renewable energy collectors or generators may be used on the Lots so long as such structures are integrated into the overall roof design and compliment or blend in with the roofing materials. Portions of the Lot may be used to generate renewable energy.

5.32 Motor Cross or Motorcycle Tracks. No motor cross trails, motorcycle riding tracks or other trails shall be allowed on any lot for purposes of providing place for any motorcycle, RV, vehicle or bicycle to be ridden at any time.

5.33 Protections Zones for Wells and Ground Water. Every lot owner shall conduct the activities on his/her lot in such a way as to insure that no contaminant or pollutant (solid, gas or liquid) is released into the ground that would pollute the ground water or aquifer under the Subdivision except for approved septic systems. There is a protection zone around the public well on lot #3. Attached to this Declaration is a map indicating the location of the first two protection zones. No lot shall introduce any possible

contaminants into the area of the second or first protection zones around the public well, including, but not limited to, septic tanks and/or septic drain fields. Sewage lines that comply with the Tooele County building code may pass through the first and second protection zone.

5.34 Culverts. Each access road or driveway into a lot from Meadowbrook Drive shall use at least an 18" culvert to process water through the swells that run alongside Meadowbrook Drive. Because of the grade of Meadowbrook Drive the subdivision engineers believe that any smaller sized culvert will risk plugging and cause problems for the lot owner or the Meadowbrook Drive road.

5.35 Access to Droubay Road. Neither Lot 1 or Lot 9 may put a road, driveway or access directly to Droubay Road, except as provided by the developer on the northwest corner of Lot 1 to give access to service the retention pond.

VI. MAINTENANCE

6.1 Purpose Of Maintenance. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot accordance with the terms of this Declaration.

6.2 Maintenance Of Drainage Facilities For Each Lot. Owner has a responsibility to ensure the continuous and uninterrupted flow of storm water within the drainage swales located on each side of the roadway, along certain side yard property lines and within certain areas of the "open space" as indicated on the plat map. The lot Owner shall be responsible for any damages suffered by other lot of adjacent property Owner's cause by any alteration of any drainage facilities within the subdivision.

6.3 Maintenance Of Front Yard Public Utility Easement. Each Owner shall be responsible to maintain the area of the public utility easement within and along the frontage of the Owner's lot along Meadowbrook Drive. This maintenance shall include maintaining a reasonable smooth grade and clearing of debris.

6.4 Repair Of Improvements. No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair, and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, such building or structure shall be repaired or rebuilt, or shall be demolished at the sole expense of the owner of such Lot, within a reasonable amount of time.

6.5 Easements, Drainage And Public Utility Easements. Easements for installations and maintenance of utilities and drainage facilities and other uses are reserved as

shown on the Plat Maps or in the deed to your property. Within these easements no structure or other materials 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 or flow of drainage channels or easements. The easement area of each of the Lots and all improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

6.6 Drainage Easements. No owner of a Lot shall interfere with the established points at which drainage easements enter and leave the Lot, nor the established course through the Lot.

6.7 Trees. Each lot owner is required to plant a minimum of two (2) trees in the front yard with at least six (6) trees total on their lot. Other trees are encouraged, but may not be planted directly above any utility line.

6.8 No Fencing In Front Yard Utility Easement. No fencing is allowed on the front property line, or within the front yard public utility easement as indicated on the plat map except that Alpine Academy will have fencing all around its campus which includes running along the south side of Meadowbrook Drive.

6.9 Reservation Of Easements. Developer further expressly reserves for itself, its agents, employees, easements of access, ingress and egress, over the Lots, for the purpose of maintaining, repairing, and installing water and other utility lines, drainage structures, sewer pipelines and laterals if necessary, and the trees planted along the north edge of lots number 1, 2 and 3 in accordance with the provisions of this Declaration, and otherwise provided by law.

6.10 Developer's Exemption. Nothing contained in the Declaration shall be construed to prevent the erection or maintenance by Developer, or its duly authorized agents, of temporary structures, trailers, improvements, or signs necessary or convenient for the Development, marketing or sale of Lots within the Subdivision.

VII. DURATION, ENFORCEMENT, AMENDMENT

7.0 Owners Agreement and Assent. Each Owner, by their acceptance of a deed to a Lot, is deemed to have read and agreed to be bound by the terms and conditions of the Declaration

7.1 Duration Of Restrictions. The covenants and restrictions contained herein shall run with and bind the land for a period of Fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. During the Developmental Phase (defined below), the covenants and restrictions

contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument. The "Development Phase" shall be the time from the date of the recording of the Plat of Subdivision until such time as Developer transfers legal title to 90% of the development to bona fide purchasers.

7.2 Completion of Development. Upon completion of the Development Phase, the covenants and restrictions contained herein may be amended by a recorded instrument signed by the owners of no less than seventy percent (70%) of the number of lots. No amendments after the completion of the Development Phase shall be made until a thirty-day (30) written notice of any such proposed amendment has been sent to every owner of any lot within the Property.

7.3 Notices. Any notice required under the provisions of this document to be sent to any lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such owner.

7.4 Construction Severability. All other restrictions, covenants, and conditions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall in no wise affect the enforceability or applicability of any of the remaining restrictions, covenants or conditions, or parts thereof.

7.5 Violation Constitutes Nuisance. Every act or omission whereby any restriction, covenants or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriated legal action by the Developer or any owner or owners from time to time of any lot or portion of the Property. Remedies hereunder shall be deemed cumulative and not exclusive.

7.6 Enforcement. Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer, and of the owner or owners from time to time of any lot, party or portion of the Property. Each such restrictions, covenant and condition shall insure to the benefit of and pass with each and every lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings at law or in equity by the Developer or owner or owners from time to time of any lot, part or portions of the Property shall be bounded and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure at a trustee's sale or otherwise.

7.7 Right To Enforce. The provisions contained in this Declaration shall bind and ensure to the benefit of and be enforceable by the Developer, their legal representatives, heirs, successor and assigns, and failure by the Developer assigns, to

enforce any of said restrictions, covenants or conditions shall in no event be deemed a waiver of the right to do so thereafter.

VIII. ARCHITECTURAL CONTROL

8.1 Architectural Control Committee. In accordance with the procedures set forth in the Design Guidelines, until such time as the Class B voting rights terminate, the Declarant shall appoint, and thereafter the Board of Trustees of the Association shall appoint, a three (3) member Committee, to be known as the Architectural Control Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with the Design Guidelines and the existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

8.2 Submission to Committee. No Living Unit, accessory building or structure, or addition to a Living Unit and no landscape installations, additions and/or changes shall be constructed or maintained, and no alteration, repainting (excluding repainting of the same color as originally painted), or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with Design Guidelines which shall be from time to time adopted by the Declarant and/or Board. All such plans and specifications shall be submitted to the Architectural Control Committee in accordance with its time frames, conditions and procedures set forth in Article 4 of the Design Guidelines.

8.3 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to the Design Guidelines and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

8.4 Approval Procedure. Any plans and specifications submitted to the Committee shall be submitted, after a pre-application conference with a member of the Committee, on a form provided by the Committee. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association.

- A. Architectural review fees in the amount of \$200.00 are required with the submittal of plans and specifications.
- B. All plans and specifications shall be approved or disapproved by it in writing within ten (10) days after submission. In the event the Committee fails to take any

action within such period it shall be deemed to have approved the material submitted.

8.5 Security Deposit. The Architectural Control Committee will require that an Owner provide a cash security deposit to the Association of \$2,500 as a condition to approving the construction of the home. No person shall commence any work or improvement until the security deposit has been properly deposited with the Architectural Review Committee. The deposit will be released back to the Owner after the Living Unit and landscape are completed and approved by the Association.

The deposit is intended to assure Owner's compliance with the requirements for construction of an approved building(s), installation of required landscaping, and the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements.

8.6 Address for Submittal. Plans and specifications for the construction and installation of any and all improvements within the Meadowbrook Subdivision shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address:

Meadowbrook Homeowners' Association
Architectural Control Committee
5800 S. Highland Drive,
Holladay, Utah 84121

8.7 Construction.

A. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

1. The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction; provided however the Association may grant 90 day extensions to complete such construction upon a showing of reasonable need submitted to the Association in advance of the required construction completion date.
2. The yard of each Lot shall be landscaped within a period of one (1) year following completion or occupancy of the Living Unit.

If reasonably necessary to enable such improvement, construction, landscaping or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the association easements, if any, in the vicinity of the activity.

B. Owners and builders shall comply with all construction and builder regulations contained within the Design Guideline, including but not limited to the clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on a Lot. During the construction period, each construction site shall be kept neat and shall be promptly removed from public or private roads, open spaces and driveways.

Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Architectural Control Committee.

Construction crews shall not park on, or otherwise use, other Lots.

8.8 Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.9 Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the association easements and which occurs at any time during the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Tooele County, Utah.

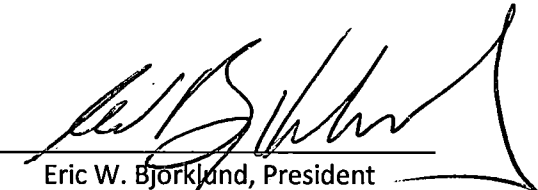
8.10 Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the association easements accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before twenty (20) years from the date on which this Declaration is filed for record in the office of the County Recorder of Tooele County, Utah, there shall be substantially completed and usable all association easements of the Subdivision.

8.11 Acceptance Of Restrictions. All purchasers of property described above, or any portion thereof, shall be in acceptance of contracts or deeds for any lot or lots shown thereon or any portion thereof, thereby conclusively shall be deemed to have consented and agreed to all restrictions, conditions and covenants set forth therein.

8.12 Assignment Of Powers. Any and all rights and power of the Developer/Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is used herein, it includes Developer and its successors

and assigns.

EXECUTED the day and year first above written.

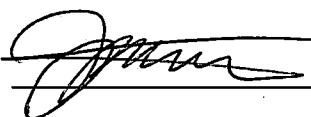
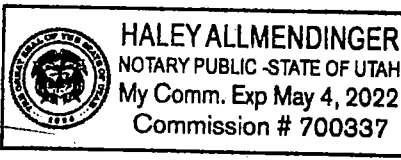
By: 
 Eric W. Bjorklund, President
 Utah Youth Village dba Meadowbrook Ranch Estates
 A Utah not-for-profit corporation

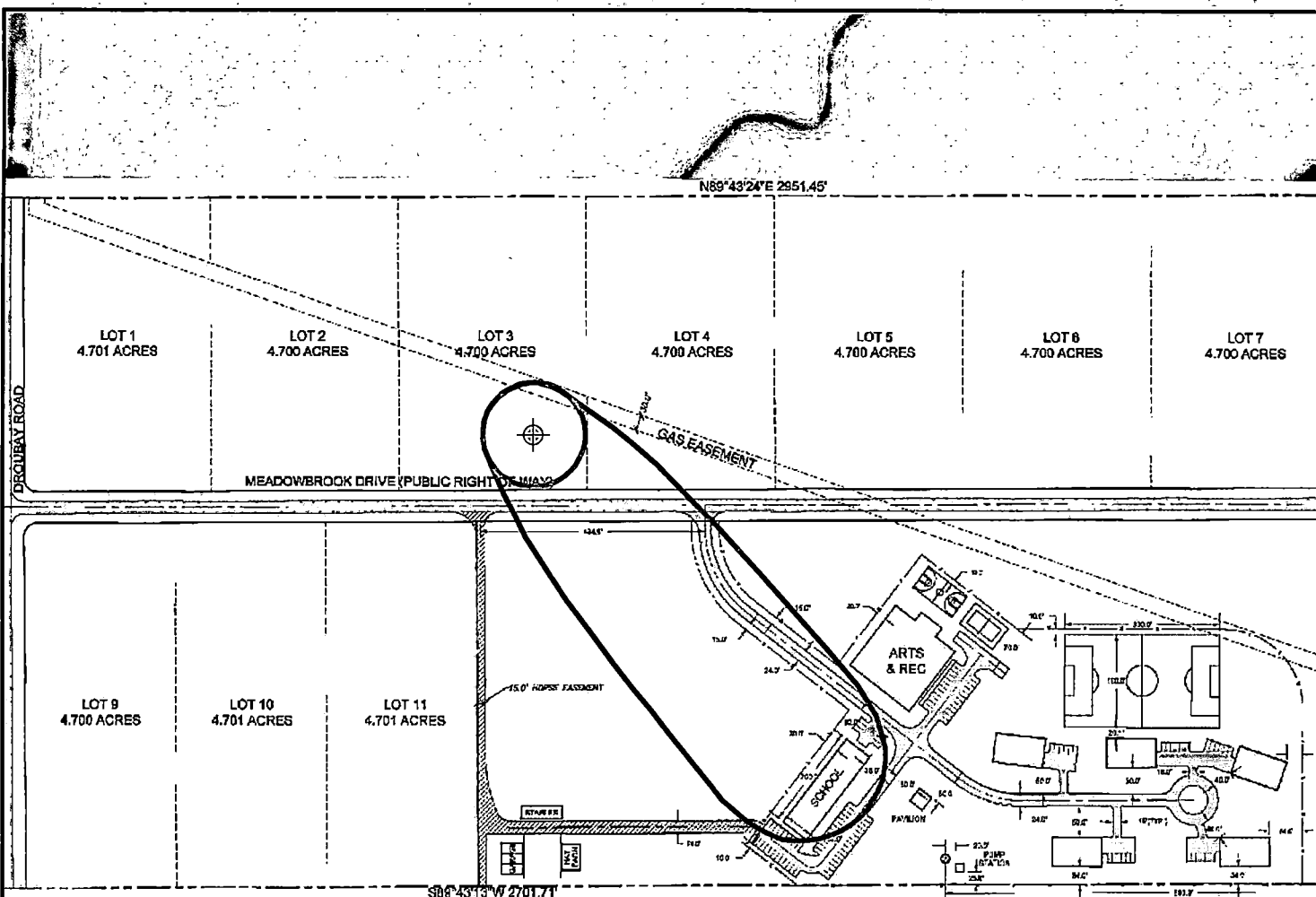
State of Utah

ss:




County of Tooele

On this 16th day of August, 2018, personally appeared before me Eric W. Bjorklund, who, being duly sworn, did say that he is the President of Utah Youth Village dba Meadowbrook Ranch Estates, the said Declarant of this document, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Trustees and that said Eric W. Bjorklund duly acknowledged to me that said corporation executed the same.



 Notary Public



Legend

-  Meadowbrook Well
-  DWSP Zone One
-  DWSP Zone Two

Notes: All locations are approximate.

Copyright © 2013 National Geographic Society, i-cube

LOUGHLIN
WATER ASSOCIATES A LLC

0 100 200 300 400 500
Feet

Figure X
Meadowbrook Water Users Association
DWSP Area Boundaries

Prepared by Neil I. Burk, P.G.