

SOLDIER CREEK ESTATES OWNER'S ASSOCIATION

HEBER CITY, UTAH 84032

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PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: SOLDIER CREEK ESTATES HOA

AMENDED AND RESTATED

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR

SOLDIER CREEK ESTATES OWNER'S ASSOCIATION

A PLANNED UNIT DEVELOPMENT

ALL LOTS ON PLAT A AND PLAT B AMENDED OF SURVEYOR'S CERTIFICATE

INCORPORATED IN WASATCH COUNTY, UTAH

ORIGINAL FILING OF DOCUMENT ENTRY #133933 FILED 11-06-84

This amended and restated Declaration is made as of the date of the recording in the Wasatch Count Recorder's Office by the Soldier Creek Estates Owner's Association, a Utah Nonprofit Corporation ("Association")

This Declaration supersedes and replaces in its entirety the previously recorded Declaration of Protective Covenants, Conditions and Restrictions of Soldier Creek Estates Owners Association, Inc. and all amendments thereto and prior versions thereof predating the recording of this Declaration including the restated Declaration recorded on November 6, 1984 as Entry No. 133933 ("Prior Declaration")

This Association hereby makes and declares the following conditions, limitations and restrictions and uses upon, and of such real property, as protective and restrictive covenants running with the land, and herewith binding upon all present and future owners of any lot within Plat A (also known as Soldier Creek Way); and Plat B amended (also known as Soldier Creek Lane) of said "Soldier Creek Estates" HOA.

PREFACE AND PURPOSES:

These declarations are made, recorded and are binding upon all owners for the intent of establishing and maintaining the entire subdivision as a well-planned, orderly, and attractive development; to provide a distinctive area for the property owners to enjoy its many recreational and relaxing opportunities; where all ban together to insure against loss by fire and/or other natural hazards, vandalism, unsightly yards and surroundings and to building dimensions, size, quality, location and maintenance.

A director, assigned to this area of concern, appointed by the Board of Directors, assisted by others selected, will oversee the compliance of said rules and regulations.

LOTS:

There are potentially 100 lots within the subdivision. All are one (1) acre or more in size. All have access to electrical power via Moon Lake Electric Association. All have culinary water lines serving both Plats A and B amended. Each of these lots is for "single" residential use only. The water rights that are sold with the property must stay with the property. The water will not cross the Soldier Creek Estates HOA property boundaries or be shared with adjoining properties. No dwelling shall have any other use. Lots cannot be combined or subdivided to provide for more than the original designated one (1) residential building per recorded lot.

Oil and Mineral rights do not pass with the land. Surface rights are all that is passed by the original grantor. V.A. Mahoney Estate/Heirs deed one lot; namely 49 Plat B amended, to the ownership of the Soldier Creek Association, Inc. This land was not included in the original Soldier Creek Estates subdivision. This lot is not subject to these declarations.

All residential and out buildings are to be located in an attractive manner, to meet Wasatch County building codes and the covenants of the Association. An official, appointed by the Board of Directors, or a member of the Board of Directors, will oversee compliance of the requirements amended.

A. RESIDENTIAL DWELLINGS

No dwelling shall be less than six hundred (600) square feet of living space on the main living floor. All plans (by Plat chart) of location on lot, dimension, design, décor and landscape are to be presented to the Board of Directors for analysis and approval PRIOR to applying to the Wasatch County Building Inspector for final building permit approval.

All water, or other Association assessments, must be current before approval for construction will be given. Official clearance and approval must be obtained prior to location or building commences.

There is NO allowance for mobile homes, campers, trailers, etc. to be brought into the subdivision and used or developed for permanent housing. As a "guest" convenience trailers, campers, etc. may be placed on a person's private lot for their use for a maximum stay of two (2) weeks at any one time. After this time the trailer, etc., MUST be removed from the association for a minimum of (2) weeks.

This Association DOES NOT allow Renting or Leasing of Cabin Property as Vacation Rentals (AIRBNB, VRBO & COMMERICAL USE)

During active construction of the permanent dwelling a trailer, etc. may be parked alongside to accommodate housing for workers. This can be no longer than one (1) year (or less if construction is such that the residence can be conveniently occupied.) A large trash container must be provided and preferably covered. A Portable toilet must be provided to accommodate workers.

All dwellings shall be set back a minimum of thirty (30) feet from the individual property line. There shall also be a minimum of fifteen (15) feet clearance from all other property lines.

B. OUT-BUILDINGS

Out-buildings for storage, supplies, equipment, etc. may be permitted with the following provisions:

All plans (by plat chart) of dimensions, construction, style, design and location are to be submitted to the "Board of Directors" for analysis and approval PRIOR to submitting application to the Wasatch County Building Inspector for final permit.

The out-building in design and finish is to be compatible with the residential structure. It should be located behind or adjacent to the dwelling to obscure its presence—as much as is feasible for convenient use. If siding and appearance is not compatible with the dwelling then the out-building is to be painted or covered to accomplish this décor.

FIRES:

No open fires will be permitted in the subdivision unless protected from spreading by a rock barrier or by other suitable means of control. No confined can or barrel fires are allowed. **Fireworks are prohibited.** The Soldier Creek Estates Home Owners Association will comply with all State and Federal agencies concerning fire bans within our area.

FENCES:

There are to be no fences installed at the front of the dwelling along the main roads of Plat A and B amended. Any plans for fencing are to be presented to the "Board of Directors" for approval prior to installation. Back fences, if any, are to be set back a minimum of thirty (30) feet beyond the back side of the dwelling. Fences of any kind are discouraged

ROADS:

A. PRIVATE ROADS:

Any roads, connecting onto the main roads of Plat A and Plat B amended, which provide access to a private dwelling is the personal responsibility of the owner. Any access costs, such as culverts, crossings, gravel or coverings and maintenance must be paid by the lot owner.

B. PUBLIC ROADS

When it becomes necessary for an owner to excavate across the main roads of Plat A and/or Plat B amended for water/ power—it will be the responsibility of that owner to repair said excavation and pay for all costs.

All owners are to provide parking space for their recreational equipment: i.e. cars, motor bikes, boats, trailers, campers, etc. on their own lot. Main roadways are to be kept free from obstruction to accommodate all traffic.

VEHICLE CONTROLS:

The maximum speed limit is 15 miles per hour in the subdivision. It is the responsibility of each property owner to regulate and control the uses of motor vehicles, motor bicycles, four wheelers, snow mobiles, bicycles, etc. to conform to this agreement. Loud and rowdy noises and disturbances are not permitted between the hours of 10 P.M. and 9 A.M. each day. Recreation vehicles must stay on established roadways and trail ride areas (when established and marked). There is no permission to trespass on private property.

Authorization has been given to any member of the association and Board of Directors to first issue a warning to all ATV trespassers, speeders, reckless drivers and those not observing the hours for vehicle use. Those not heeding the warning will be subject to the following. 1st offense- written or verbal warning, 2nd offense- \$25.00 fine, 3rd offense- \$50.00 fine, 4th offense- forfeiting of vehicle for calendar year. Unpaid fines will be subject to a lien on their property placed at the Wasatch County Court House. Offenders will be required to pay court costs and filing fees.

RESPONSIBILITY:

THE COMMUNITY ASSOCIATION, NOR ANY DESIGNATED OFFICIAL, ASSUMES ANY RESPONSIBILITY, WHAT SO EVER, FOR ACCIDENTS, DAMAGE, OR INJURY.

FIREARMS AND HUNTING:

Hunting and discharge of "shot guns" is prohibited in the subdivision. Shooting of Sage Grouse and birds is illegal. The area is designated as a Sage Grouse rehabilitation reserve. Every person has the responsibility to protect this dwindling population.

Target practice for sport (with pellet guns and 22's) must be restricted to secluded areas, where there is no danger to people or to other properties.

WATER:

The Association owns Twenty Five (25) Acre Feet of Water in the Windy Ridge Water Company, and One Share in the Old Well. Each lot owner will receive an annual bill from the Windy Ridge Water Company. The Association establishes owner assessments for operational and maintenance costs.

If the assessment is not paid for one (1) calendar year, it shall be entered in the small claims court in Wasatch County. If not paid, the judgment shall become a Lien on the property. Outstanding amounts, plus an interest of eighteen (18) percent per annum must be settled with the Association before building permits or sales transfers are permitted.

Water is available in the main lines all year long at this time. It is the responsibility of each owner to drain their own water lines in the fall, and to SHUT OFF your main feeder valve at the street.

The Association assumes no responsibility for individual water lines. The Association is responsible for the main lines on Plat A & B amended and for the storage tank. A Director has been assigned to be in charge of Water, Storage, and Distribution.

SEWAGE:

No dwelling shall be occupied until an approved septic tank and drainage system has been installed by an approved, competent installer, and inspection is passed by the Utah State Board of Health. No outdoor privies will be allowed.

GARBAGE:

We, the HOA of Soldier Creek Estates, have entered into an agreement with Wasatch County Solid Waste Disposal District for the removal of our trash. Wasatch County will provide two (2) dumpsters inside of the subdivision from January 1st through December 31st. The dumpsters will be emptied once a week throughout the summer. No cement or metal is to be placed inside of the dumpsters. Large items (couches, appliances, remodeling items, etc.) or large

amounts of yard debris are to be taken to the Heber City Transfer Station at 1891 West 3000 South. A free clean up punch pass is attached to your annual bill. The dumpsters cannot be emptied during the winter months due to lack of access therefore if the dumpsters become full the Mayor of Heber City will allow us to use the dumpster behind the City County building located on Main Street. Each member of the Association will be billed separately by Wasatch County for this service.

Each member is encouraged to pick up litter along the roadways and to keep their property neat and clean.

No junk vehicles, trailer units, unlicensed vehicles or other items classified as "junk" may be stored within the community at any time.

WEEDS AND UNDESIRABLE PLANT GROWTH:

Canadian thistle, Mush thistle, Bull thistle, Star thistle and Burdock will take over the environment if neglected. It hereby is the responsibility of each property owner to eliminate these from his property by early spring spraying with approved herbicides, or cutting the plants "below the crown" prior to rosette setting. In such case that owner's neglect this control program—then, it will be the prerogative of the "Board of Directors" to hire such work done, and the cost will be added to the annual assessments of those lot owners, as established by the Board of Directors.

ANIMALS:

No livestock, animals or poultry of any kind shall be raised, bred or maintained on any lot. Dogs, cats or other household pets may be kept if properly cared for and controlled. All Dogs must be kept on a leash when outside of the home. None are to be kept for commercial purposes. Horses, for pleasure, may be kept on a "temporary" basis by the owners for a maximum of two (2) weeks at any one time. No barns or stables for permanent housing of animals are to be built within the subdivision.

LAWNS:

Native grasses respond readily when sage-brush and other competitive plants are removed. Planted grass lawns, requiring periodic sprinkling must be minimized. Water is "rightfully" supplied for culinary purposes of the dwelling and for the establishment of shade trees. When water consumption is needed for these purposes then lawn water will not be provided. In the meantime, it is recommended that no larger lawn space be developed than the square footage of the outside measurements of the residential dwelling.

WOOD, COAL, FUEL, ETC.:

These necessary materials can become unsightly accumulations. Therefore, it is recommended that firewood be cut into fire-place lengths and piled neatly into racks, behind the dwelling or in storage areas. Log lengths should be neatly stored into neat piles in out-of-the-way locations. Coal piles should be behind the buildings or in storage. Gasoline and other volatile fuels should be stored outside and away from the dwelling for fire safety control.

PROJECT LABOR AND MATERIALS:

It is the responsibility of each property owner to carry his "full" share of project development and maintenance costs. Work days for major undertakings will be announced.

GATE AND KEYS:

It is the responsibility of each member of the Association, and their guests, to see that the security gate is closed and locked upon entering and leaving. Anyone not closing or locking the gate will be subjected to the same offenses as listed under 'Vehicle Controls'.

The distribution of gate code by owners should be kept at a minimum.

AGREEMENT OF COVENANTS

In accepting these declarations and restrictions the owner and/or buyer of each lot agrees that the Soldier Creek Home Owners Association, Incorporated shall have full and legal power to enforce the same (and to include any further declaration as may be voted upon and approved by the membership in announced annual meetings.)

The Association has the right, therefore, to delay, stop or prohibit any and all building activities which are deemed to be in violation of these declarations. The owner, or buyer, further agrees that any deviation from these declarations must be previously obtained, in writing; from the "Board of Directors" otherwise penalties must be assessed.

It is also agreed that if any of the provisions set forth in these declarations be found to be in violation of any established law- said violation shall not nullify any other declarations as set forth.

It is further agreed that these declarations of conditions, limitations, restrictions and uses supersede any and all other declarations and covenants which have been developed, or which may have been developed, and such if they now exist are hereby declared "Null and Void."

These declarations shall constitute the basic principles of operations for the Soldier Creek Estates Home Owners Association for a period of three (3) years – to date of annual meeting of 2019 and may automatically continue beyond that date unless specifically changed by the membership convened in annual meeting and/or by order of the Home Owners Association Board of Directors.

It is the responsibility of each property owner (and guest) to see that the security gate is closed and locked as they come and go.

Jolynne Coon
 HOA Secretary for Soldier Creek Estates

Jolynne Coon

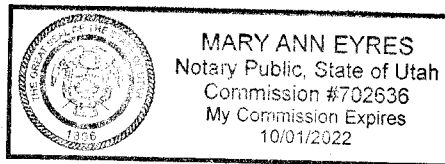
Date 5-12-2020

STATE OF Utah
 COUNTY OF Utah

The foregoing instrument was acknowledged before
 Me this 12th day of May, 2020 by Jolynne Coon

Mary Ann Eyres
 Notary Public's Signature
 Personally Known X OR
 Type of Identification Produced _____

Mary Ann Eyres
 Notary Name



SOLDIER CREEK ESTATES PLAT A

ALL OF LOTS 1 THRU 52

SERIAL NUMBERS OSC-1001-0-032-310 THROUGH OSC-1052-0-032-310

SOLDIER CREEK ESTATES PLAT B AMENDED

ALL OF LOTS 1 THROUGH 50

SERIAL NUMBERS OSC-2001-0-032-310 THROUGH OSC-2050-0-032-310

